

COMBINED SYNOPSIS/SOLICITATION FOR COMMERCIAL ITEMS**General Information RFP**

Document Type:	Combined Synopsis/Solicitation (IAW FAR 12.603)
RFP Solicitation Number:	HQ0034-18-R-0077
Post Date:	July 26, 2018
Classification Code:	R -- Professional, Administrative, and Management Support Services
Set Aside:	Full and Open Competition
NAICS Code:	518210 – Data Processing, Hosting, and Related Services

Contracting Office Address

Washington Headquarters Services (WHS), Acquisition Directorate (AD)
4800 Mark Center Drive, Suite 09F09, Alexandria, VA 22350

Description

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in Federal Acquisition Regulation (FAR) Subpart 12.6, “Streamlined Procedures for Evaluation and Solicitation for Commercial Items,” as supplemented with additional information included in this notice. This announcement constitutes the only solicitation. All non-price factors will be evaluated in accordance with (IAW) FAR Subpart 12.602 “Streamlined Evaluation of Offers”. The price factor will be evaluated IAW FAR Subpart 12.209.

This solicitation is a Request for Proposal (RFP) for Joint Enterprise Defense Infrastructure (JEDI) Cloud for the Department of Defense (DoD). This RFP document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-97 (Effective: 24 January 2018; updated with Class Deviation 2018-o0007) and DFARS Publication Notice 20180504 (Effective 04 May 2018). There is no assigned Defense Priorities and Allocations System (DPAS) rating for this requirement.

The associated North American Industrial Classification System (NAICS) code for this procurement is 518210 – “Data Processing, Hosting, and Related Services”, with a small business size standard of \$32.5M.

SECTION B: SUPPLIES OR SERVICES AND PRICES**Section B1: Schedule of Services – ID/IQ CLIN Structure**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		As Ordered	Each	Priced by Catalog	
	Unclassified IaaS and PaaS FFP Unclassified Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) offerings.				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		As Ordered	Each	Priced by Catalog	
	Classified IaaS and PaaS FFP Classified IaaS and PaaS offerings				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		As Ordered	Each	Priced by Catalog	
	Unclassified Cloud Support Package FFP Unclassified offerings of catalog support to advise and assist with architecture, usage, provisioning, and configuration of IaaS and PaaS, to include homefront to the tactical edge. Package services may advise and assist with integration, aggregation, orchestration, and troubleshooting of cloud services. Package may include training services, materials, and documentation for available services. This is not a time-and-materials or labor-hour based CLIN.				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		As Ordered	Each	Priced by Catalog	

Classified Cloud Support Package

FFP

Classified offerings of catalog support to advise and assist with architecture, usage, provisioning, and configuration of IaaS and PaaS, to include homefront to the tactical edge. Package services may advise and assist with integration, aggregation, orchestration, and troubleshooting of cloud services. Package may include training services, materials, and documentation for available services. This is not a time-and-materials or labor-hour based CLIN.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		As Ordered	Each	To Be Completed by Offeror	

Portability Plan

FFP

Deliver plan in accordance with CDRL A007.

Only the Cloud Computing Program Office (CCPO) has authority to order under this CLIN.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		As Ordered	Each	To Be Completed by Offeror	

Portability Test
FFP

Demonstrate portability of data and applications to other hosting environments. Only the CCPO has authority to order under this CLIN.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		24	Each	To Be Completed by Offeror	To Be Completed by Offeror

CCPO PM Support
FFP

CCPO Program Management (PM) CLIN will be performed per Section C2. Only the CCPO has authority to order under this CLIN. For the purpose of this CLIN, the unit of issue "EACH" equates to a month of services.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		As Ordered	Each	Priced by Catalog	
OPTION	Unclassified IaaS and PaaS FFP Unclassified IaaS and PaaS offerings				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		As Ordered	Each	Priced by Catalog	

OPTION Classified IaaS and PaaS
FFP
Classified IaaS and PaaS offerings

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		As Ordered	Each	Priced by Catalog	

OPTION Unclassified Cloud Support Package
FFP
Unclassified offerings of catalog support to advise and assist with architecture, usage, provisioning, and configuration of IaaS and PaaS, to include homefront to the tactical edge. Package services may advise and assist with integration, aggregation, orchestration, and troubleshooting of cloud services. Package may include training services, materials, and documentation for available services. This is not a time-and-materials or labor-hour based CLIN.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		As Ordered	Each	Priced by Catalog	

OPTION Classified Cloud Support Package
FFP
Classified offerings of catalog support to advise and assist with architecture, usage, provisioning, and configuration of IaaS and PaaS, to include homefront to the tactical edge. Package services may advise and assist with integration, aggregation, orchestration, and troubleshooting of cloud services. Package may include training services, materials, and documentation for available services. This is not a time-and-materials or labor-hour based CLIN.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		As Ordered	Each	To Be Completed by Offeror	
OPTION	Portability Plan FFP Deliver plan in accordance with CDRL A007. Only the CCPO has the authority to order under this CLIN.				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		As Ordered	Each	To Be Completed by Offeror	
OPTION	Portability Test FFP Demonstrate portability of data and applications to other hosting environments. Only the CCPO has the authority to order under this CLIN.				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		36	Each	To Be Completed by Offeror	To Be Completed by Offeror
OPTION	CCPO PM Support FFP CLIN will be performed IAW Section C2. Only the CCPO has the authority to order under this CLIN. For the purpose of this CLIN, the unit of issue "EACH" equates to a month of services.				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		As Ordered	Each	Priced by Catalog	

OPTION	Unclassified IaaS and PaaS FFP Unclassified IaaS and PaaS offerings
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		As Ordered	Each	Priced by Catalog	

OPTION	Classified IaaS and PaaS FFP Classified IaaS and PaaS offerings
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		As Ordered	Each	Priced by Catalog	

OPTION	Unclassified Cloud Support Package FFP Unclassified offerings of catalog support to advise and assist with architecture, usage, provisioning, and configuration of IaaS and PaaS, to include homefront to the tactical edge. Package services may advise and assist with integration, aggregation, orchestration, and troubleshooting of cloud services. Package may include training services, materials, and documentation for available services. This is not a time-and-materials or labor-hour based CLIN.
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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		As Ordered	Each	Priced by Catalog	

OPTION	Classified Cloud Support Package FFP Classified offerings of catalog support to advise and assist with architecture, usage, provisioning, and configuration of IaaS and PaaS, to include homefront to the tactical edge. Package services may advise and assist with integration, aggregation, orchestration, and troubleshooting of cloud services. Package may include training services, materials, and documentation for available services. This is not a time-and-materials or labor-hour based CLIN.
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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		As Ordered	Each	To be Completed by Offeror	

OPTION Portability Plan
FFP
Deliver plan in accordance with CDRL A007.
Only the CCPO has the authority to order under this CLIN.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		As Ordered	Each	To be Completed by Offeror	

OPTION Portability Test
FFP
Demonstrate portability of data and applications to other hosting environments. Only the CCPO has the authority to order under this CLIN.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007		36	Each	To Be Completed by Offeror	To Be Completed by Offeror

OPTION CCPO PM Support
FFP
CLIN will be performed IAW Section C2
Only the CCPO has the authority to order under this CLIN. For the purposes of this CLIN, the unit of issue "EACH" equates to a month of services.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		As Ordered	Each	Priced by Catalog	

OPTION	Unclassified IaaS and PaaS FFP Unclassified IaaS and PaaS offerings
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		As Ordered	Each	Priced by Catalog	

OPTION	Classified IaaS and PaaS FFP Classified IaaS and PaaS offerings
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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		As Ordered	Each	Priced by Catalog	

OPTION Unclassified Cloud Support Package
FFP
Unclassified offerings of catalog support to advise and assist with architecture, usage, provisioning, and configuration of IaaS and PaaS, to include homefront to the tactical edge. Package services may advise and assist with integration, aggregation, orchestration, and troubleshooting of cloud services. Package may include training services, materials, and documentation for available services. This is not a time-and-materials or labor-hour based CLIN.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		As Ordered	Each	Priced by Catalog	

OPTION Classified Cloud Support Package
FFP
Classified offerings of catalog support to advise and assist with architecture, usage, provisioning, and configuration of IaaS and PaaS, to include homefront to the tactical edge. Package services may advise and assist with integration, aggregation, orchestration, and troubleshooting of cloud services. Package may include training services, materials, and documentation for available services. This is not a time-and-materials or labor-hour based CLIN.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		As Ordered	Each	To be Completed by Offeror	

OPTION Portability Plan
FFP
Deliver plan in accordance with CDRL A007.
Only the CCPO has the authority to order under this CLIN.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		As Ordered	Each	To be Completed by Offeror	

OPTION Portability Test
FFP
Demonstrate portability of data and applications to other hosting environments. Only the CCPO has the authority to order under this CLIN.

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007		24	Each	To Be Completed by Offeror	To Be Completed by Offeror

OPTION CCPO PM Support
FFP
CLIN will be performed IAW Section C2
Only the CCPO has the authority to order under this CLIN. For the purposes of this CLIN, the unit of issue "EACH" equates to a month of services.

NET AMT

Section B2: Maximum Contract Limit and Minimum Contract Guarantee

1. The successful awardee's fixed unit price information (CLIN x005 Portability Plan, x006 Portability Test, and x007 CCPO PM Support) and proposed catalog offerings will be incorporated into the resultant Indefinite-Delivery, Indefinite-Quantity (ID/IQ) contract and will serve as the basis for establishing overall task order (TO) pricing for the duration of the ID/IQ.

2. Maximum. The maximum, as that term is used in FAR clause 52.216-22, is \$10,000,000,000.00. Hence, the cumulative amount of all TOs issued under this contract shall not exceed \$10,000,000,000.00.

3. Minimum. The minimum guaranteed award amount for the JEDI Cloud ID/IQ Contract is \$1,000,000.00. The exercise of any option does not re-establish the contract minimum guarantee.

4. The Government has no obligation to issue TOs under the resultant ID/IQ contract beyond the amount specified in paragraph three.

Section B3: Task Order Contract Types

This single award ID/IQ contract allows for the placement of TOs by DoD warranted Contracting Officers. All TOs will be firm-fixed price.

Section B4: Travel

Travel is not anticipated. However, if the JEDI Cloud Contracting Officer later determines that travel is necessary for TO performance under this ID/IQ, the contract will be modified accordingly.

Section B5: Security

All tasks in support of JEDI Cloud must be conducted IAW Attachment J-6, JEDI Cloud Cyber Security Plan; Attachment J-7, DD Form 254, DoD Contract Security Classification Specification for ID/IQ; and other security requirements in the contract. Future TO DD Form 254s are anticipated to be identical to Attachment J-7 with the exception of Block 16, Certification and Signature, and Block 17, Required Distribution. Each TO ordering activity will complete Blocks 16 and 17 as appropriate.

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Section C1: Performance Work Statement

ID/IQ: The Offeror's Performance Work Statement (PWS), proposed in response to the Government's Attachment L-1 JEDI Cloud Statement of Objectives (SOO), will be incorporated into the contract as Attachment J-2. The Offeror shall meet all requirements of Attachment J-6, JEDI Cloud Cyber Security Plan. In the event of a conflict between the JEDI Cloud Cyber Security Plan and the PWS, the JEDI Cloud Cyber Security Plan takes precedence over the PWS. For administration purposes both the PWS and the JEDI Cloud Cyber Security Plan are listed as attachments in Section J. However, for the purpose of FAR 52.212-4(s), they shall be deemed incorporated into Section C1.

All Performance Metrics listed in the PWS shall apply to all TOs unless otherwise noted. Migration services are outside the scope of this contract.

Section C2: Program Management

1. The Contractor shall provide overarching program management personnel, processes, and tools under CLINs x007 necessary to manage and oversee all contract activities for the duration of the ID/IQ within schedule, quality, and performance requirements. The Contractor shall establish and maintain a formal program management organization, which shall coordinate and interface with the CCPO. The Contractor shall appoint a Program Manager (PM) and Deputy PM empowered to make program and project level decisions and commit resources necessary to successfully execute courses of action within scope of this contract. Two key functions of the Contractor's program management support will be facilitating the timely authentication and authorization of JEDI Cloud infrastructure and offerings at all classification levels and coordinating successful integration of the DoD's provisioning tool. The PM and Deputy PM shall have sufficient expertise and authority to execute the following responsibilities as the authorized official: (a) serve as the official central point of contact and interface between the Contractor and the CCPO PM, (b) be available as needed for CCPO interaction, and (c) monitor and report on contract status (CDRL A001), Service Level Agreements (SLAs), and compliance with all contract requirements.

2. The Government will use the Quality Assurance Plan (QASP) as one mechanism to oversee Contractor performance. A majority of TOs are unlikely to have TO-level QASPs; however, the Government retains the right to implement QASPs at the TO level. The Contractor's Quality Control Plan (QCP) (CDRL A010) will establish methodologies by which the Contractor will meet or exceed schedule, quality, and performance requirements.

3. The Contractor shall implement a Small Business Participation Commitment Document (Attachment J-10). This will assist in the development of capabilities of small businesses and provide a maximum practicable opportunity to participate in efficient contract performance for small businesses. The Contractor shall report on small business participation in the Small Business Reporting (CDRL A013).

Section C3: Transition Out

1. **Transition Out Plan:** When requested by the JEDI Cloud Contracting Officer, the Contractor will have up to 60 days to provide a Transition Out Plan (CDRL A002). The purpose of the Transition Out Plan is to explain to the CCPO the procedures necessary to transition either all or a part of the services under this contract, as directed by the Government. The Transition Out Plan shall describe detailed recommendations for maintaining continuity of services and preventing degradation of services during the transition period. The Transition Out Plan shall provide recommendations on how account holders may efficiently extract their application(s) and user data in a manner that is consistent with the Portability Plan. The Transition Out Plan shall address the unclassified environment, classified environment, and tactical edge offerings separately. Further, the Contractor shall explain the process to provide knowledge transfer to the CCPO and include job shadowing for up to 30 days, training, and other activities in order to successfully transition the environment to the new hosting environment. The Transition Out Plan shall include a process for identifying and destroying all classified infrastructure, materials, or information IAW CCPO instructions and the contract's security requirements.

2. **Transition Out Execution:** The Contractor shall perform all activities as described in the approved Transition Out Plan, excluding extraction of applications and data, which is a user responsibility. The Contractor shall exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor. The Contractor shall deliver all technical data, computer software, and computer software documentation generated in the performance of this contract, to which the Government has rights. The Contractor shall execute knowledge transfer in accordance with the Transition Out Plan. When directed, the Contractor shall purge all unclassified materials and information and purge or destroy, as appropriate, all classified infrastructure, materials, and information IAW the Transition Out Plan. The Contractor shall return any Government Furnished

Property (GFP) or Government Furnished Information.

Section C4: Contractor Control of Certain Parts of JEDI Cloud

1. The legally enforceable ability for the prime contractor to maintain control over certain parts of JEDI Cloud is critical to meeting the security requirements of this contract. The Government expects that it will need to direct the Contractor to affect alterations or configuration changes to JEDI Cloud for purposes of addressing critical security vulnerabilities. The Contractor must be able to decisively and rapidly respond in the interests of national defense. For the purpose of this section, the direction concerning critical security vulnerabilities may come from the DoD CIO in coordination with the JEDI Cloud Contracting Officer and CCPO PM.

2. For purpose of this section, “rapidly” means in 8 hours or less from Government notification. All Government-directed alterations or configurations changes will be agreed upon by both the Government and the Contractor prior to implementation.

3. Depending on the urgency of the circumstances, the agreed-to alteration or configuration change may initially be achieved by oral direction from the JEDI Cloud Contracting Officer, but to the extent it is deemed a “change” as defined by FAR clause 52.212-4(c), the change will be subsequently reflected in a written agreement of the parties as soon as practicable.

4. Throughout the entire period of performance, the Contractor shall maintain control, as defined in this section, over the following parts of JEDI Cloud for both the unclassified and classified environments:

- a. Underlying hardware infrastructure, including networking components within the data centers;
- b. Underlying software layer, including the hypervisor and networking components;
- c. Software platform offerings (excluding third-party marketplace offerings); and
- d. Hardware and software components of all points of presence.

5. “Control” means that, for the part of JEDI Cloud in paragraph 1 above, the prime contractor either:

- a. Is the owner, as defined in this section, paragraph 6, as evidenced by self-certification. The Government may request additional documentation to prove ownership at any time and with any frequency throughout the period of performance; or
- b. Has a bilaterally signed agreement (Control Agreement) that is binding for at least 11 years with the owner granting the prime contractor the following rights:
 - i. Unrestricted physical access; and
 - ii. An ability to rapidly affect changes to the owned parts.

This Control Agreement must state that it may not be terminated by the Owner without at least 120 days notice to the Government. The JEDI Cloud Contracting Officer may request confirmation that the Control Agreement has not been altered or terminated at any time.

6. “Owner” means that, for the parts listed in paragraph 1, the entity has a legally enforceable claim or title, which includes the rights listed in sub-paragraphs 5.b.i and 5.b.ii. The owner must have a legally binding and recorded document evidencing ownership.

SECTION D: PACKAGING AND MARKING

Packaging and Marking Requirements will be delineated in individual TOs.

SECTION E: INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government

2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government

SECTION F: PERFORMANCE

Section F1: Contract Period of Performance / Ordering Periods

The Period of Performance (PoP) of the resulting ID/IQ contract is structured as one continuous two-year base ordering period, two continuous three-year option ordering periods, and one continuous two-year option ordering period for a potential total of 10 years. After the ID/IQ Ordering PoP expires, the ID/IQ terms and conditions remain effective until performance under the final TO is completed and shall govern the active TOs to the same extent as if their periods of performance were active during the requisite ID/IQ ordering period.

The ordering period structure for the resulting ID/IQ contract is detailed below (with anticipated timeframes):

Base Ordering Period (2 years)	April 17, 2019 - April 16, 2021
Option Ordering Period 1 (3 years)	April 17, 2021 - April 16, 2024
Option Ordering Period 2 (3 years)	April 17, 2024 - April 16, 2027
Option Ordering Period 3 (2 years)	April 17, 2027 - April 16, 2029

Section F2: Task Order Period of Performance

1. Under no circumstances may a new TO be placed under the ID/IQ if the contract is terminated or has expired; and

2. From the date the TO is placed, the PoP, inclusive of options, may only exceed one year beyond the applicable PoP of the ID/IQ.

Section F3: Place of Performance

The services to be provided under the ID/IQ contract shall be accomplished at the locations identified in the TOs and may necessitate effort in the Contiguous United States (CONUS) and Outside the CONUS (OCONUS).

Section F4: Contractor Performance Evaluation

Interim and final evaluations of the Contractor performance will be prepared on the ID/IQ contract and on each resulting TO IAW FAR Subpart 42.15 and DoD Class Deviation 2013-O0018 that has a total value above \$1,000,000. The final performance evaluation will be prepared at the time of contract completion. In addition to the final evaluation, interim evaluation(s) will be prepared annually and prior to exercising an option.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted 30 days to review the document and either submit additional information or a rebutting statement. If agreement cannot be reached between the parties, the matter will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

Contractors may access evaluations through a secure Web site for review and comment at the following address:

<https://www.cpars.gov>

Section F5: Government Furnished Property

The following GFP will be issued under this contract:

1. Type 1 Cryptography Devices
2. Encryption Hardware

Section F6: Organizational Conflict of Interest (OCI)

During the period of performance, the Contractor shall notify the Government if any potential or actual OCI, as described in FAR Subpart 9.5, exists for this contract for itself or its subcontractors. If the Contractor believes that an actual or perceived OCI does exist on this contract, the Contractor shall submit an OCI Mitigation Plan, explaining in detail how the OCI will be mitigated and/or avoided.

Section F7: Method of Ordering

All DoD Contracting Offices and Ordering Activities are authorized to place TOs under the JEDI Cloud ID/IQ contract IAW their delegated contracting authority. Ordering Contracting Officers (OCOs) may issue TOs for services subject to their respective contracting warrant limitations. OCOs have no authority to modify, add, or delete any terms and/or conditions in the base ID/IQ contract. JEDI Cloud ID/IQ contract terms and conditions supersede TO special instructions, terms and/or conditions where they may otherwise conflict.

Section F8: Task Order Performance

At a minimum, the following paragraphs shall be applicable to all TOs issued under this contract, unless otherwise specified in an individual TO.

1. The Contractor shall, IAW the terms and conditions set forth hereafter, execute all activities necessary and incidental to the completion of the contractual effort.

2. When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the OCO and JEDI Cloud Contracting Officer in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.

Section F9: Task Order Administration

1. Each Ordering Activity is responsible for administration of its own TOs. JEDI Cloud ID/IQ contract terms and conditions supersede TO special instructions, terms, and/or conditions where they may otherwise conflict. Requests for deviations or modification of the basic contract must be submitted to the JEDI Cloud Contracting Officer. Terminations of TOs shall be issued by the Ordering Activity. The CCPO PM shall be notified of any terminations.

2. A Contracting Officer Representative shall be appointed for each TO IAW the instruction of the Ordering Activity.

Section F10: Task Order Procedures

Specific instructions on how to place TOs against this ID/IQ will be provided in the ordering guide (CDRL A008).

Section F11: Clause(s)

The following clause(s) are included by reference:

52.242-17	Government Delay Of Work	APR 1984
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SECTION G: CONTRACT ADMINISTRATION DATA

Section G1: Clauses Incorporated By Full Text

252.201-9000 WHS/AD LOCAL CLAUSE: CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MAR 2015)

(a) The Contracting Officer's Representative (COR) is a representative of the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and performance work statement/statement of work/statement of objectives, as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

(b) The COR is not authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

(c) The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract. No action shall be taken by the Contractor for any proposed change to the existing contract. No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or a written modification to the contract. The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

(d) COR authority is not delegable.

(e) The COR for this contract is: Specified at time of award in the COR Designation Memorandum.

(end of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2n1 Services

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspect/Accept: TDB

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table to be populated for individual TOs

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	

Accept at Other DoDAAC
 LPO DoDAAC
 DCAA Auditor DoDAAC
 Other DoDAAC(s)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

TDB

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

TBD

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

SECTION H: SPECIAL CONTRACT REQUIREMENTS

The Contractor shall flowdown any Section H clauses that specifically require flowdown notwithstanding the language in (b)(1) of 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (SEP 2013).

Section H1: Government Data

1. The Government reserves all rights, title and interest (including all intellectual property and proprietary rights) in and to: a) any computer software (including machine images and databases) or data (including text, audio, video, and images) that the Government transfers to, develops in, or generates in JEDI Cloud for processing, storage, or hosting; b) any computational results or data derived from the use of JEDI Cloud services; and c) any JEDI Cloud account information.

2. The Contractor may not prevent or otherwise impede JEDI Cloud users from exporting any items under paragraph 1, and/or any associated databases, object and file storage, system configurations, cloud activity logs, and network configurations. Within 30 days of expiration of the contract, the Contractor shall destroy any items under paragraph 1 that remain hosted in JEDI Cloud or are in the possession or control of the Contractor.

3. Any service usage data associated with JEDI Cloud users may be used for purposes of providing or improving services under the contract. Such service usage data may not be sold to third parties. Under no circumstances may the Contractor disclose JEDI Cloud account information to third

parties unless those third parties are approved subcontractors under the contract and such disclosure is necessary for contract performance.

4. Before reusing unclassified infrastructure for another non-DoD tenant, the Contractor may be required to purge the storage media IAW Attachment J-6, JEDI Cloud Cyber Security Plan and any specific instructions included in a TO. The Contractor must request and obtain CCPO approval prior to conducting any unclassified infrastructure and/or media destruction IAW Attachment J-6, JEDI Cloud Cyber Security Plan and any specific instructions included in a TO.

5. The Contractor is prohibited from reusing classified infrastructure for another non-JEDI user tenant or at a different classification level from which the infrastructure has been accredited without CCPO approval; the Contractor is prohibited from transferring any classified infrastructure to a non-JEDI user. The Contractor may be required to purge classified storage media and/or destroy classified infrastructure IAW Attachment J-6, JEDI Cloud Cyber Security Plan and any specific instructions included in a TO. The Contractor must request and obtain CCPO approval prior to conducting any classified storage media purging, classified storage media destruction, or classified infrastructure destruction IAW Attachment J-6, JEDI Cloud Cyber Security Plan and any specific instructions included in a TO.

Section H2: New Services

1. When new (including improved) IaaS, PaaS, or Cloud Support Package services are made publicly available to the commercial marketplace in the continental United States (CONUS) and those services are not already listed in the JEDI Cloud catalogs in Attachment J-1: Price Catalogs, the Contractor must immediately (no later than 5 calendar days) notify the JEDI Cloud Contracting Officer for incorporation of the new services into the contract in accordance with the Performance Work Statement. At its discretion, the Contractor may also seek to incorporate new services into the contract in advance of availability to the commercial marketplace. The JEDI Cloud Contracting Officer must approve incorporation of any new services into the contract.

2. Any discounts, premiums, or fees in Attachment J-3: Contractor Discounts, Premiums, and Fees shall equally apply to new services, unless specifically negotiated otherwise.

3. The price incorporated into the JEDI Cloud catalog for new unclassified services shall not be higher than the price that is publicly-available in the commercial marketplace in CONUS, plus any applicable discounts, premiums or fees pursuant to paragraph 2.

a. New services that are proposed to be incorporated into the contract in advance of availability to the commercial marketplace may potentially be considered a noncommercial item. The JEDI Cloud Contracting Officer will make a fact specific commerciality determination. If the new service is not a commercial item and no other exception or waiver applies, the JEDI Cloud Contracting Officer may require certified cost and pricing data or other than certified cost and pricing data under FAR Subpart 15.4 to make a fair and reasonable price determination.

i. If there are any new fees associated with a new service that is proposed to be incorporated into the contract in advance of availability to the commercial marketplace, the new proposed fee must be provided to the JEDI Cloud Contracting Officer for review and, if appropriate, approval and incorporation into the contract.

4. The price incorporated into the JEDI Cloud catalog for new classified services may include a price premium as compared to unclassified services because of the additional security requirements.

a. The allowable classified price premium for new services for the entire remaining

period of performance is the lesser expensive premium among the following:

- i. The price premium applicable to the most comparable classified service, as compared to the price for the comparable unclassified service, at the time of contract award; or
- ii. The following classified price premium as completed by the contractor as part of its proposal: to be completed by Offeror; or
- iii. The price premium proposed by the Contractor at the time the new service is made available to the Government.

5. If a service that is ordered pursuant to a TO in the Attachment J-1, Price Catalogs is eliminated from the Contractor's publicly-available commercial catalog, the Contractor shall offer the Government replacement service(s) with substantially similar functionality as, and at a price no higher than, the service being eliminated for the entire remaining PoP of the applicable TO(s). The replacement service(s) shall be made available at least 30 days before the service is suspended. Under no circumstances may the replacement service(s) require purchase of additional services that causes the price to be higher than the eliminated service in order to achieve the same functionality of the eliminated service.

6. When the JEDI Cloud Contracting Officer incorporates the new service into the Attachment J-1, Price Catalogs and/or Attachment J-3: Contractor Discounts, Premiums, and Fees, the Contractor shall update the listing of services and corresponding prices in the online pricing calculator and application programming interfaces (APIs) for JEDI Cloud within 24 hours.

Section H3: Price Changes

1. Within 45 calendar days of the Contractor lowering prices in its publicly-available commercial catalog in CONUS, the Contractor shall submit a revised catalog for incorporation into Attachment J-1, Price Catalogs as follows:

- a. For unclassified services, the revised catalog price shall match the commercially lower price.
- b. For classified services, the revised catalog price shall be lowered by to be completed by Offeror percentage of the net value difference for the newly lowered rate for the unclassified service.
 - i. For example, if an unclassified service is lowered from \$1.00 to \$0.75, resulting in a net value difference of \$0.25, and the percentage in paragraph (b) above is 100%, then the classified service would also be lowered by \$0.25; however, if the percentage in paragraph (b) above is 50% then the classified service would be lowered by \$0.125.

2. Any discounts, premiums, or fees in Attachment J-3: Contractor Discounts, Premiums, and Fees shall equally apply to any services with price changes, unless specifically negotiated otherwise.

3. The Contractor may offer new or additional discounts at any time to be incorporated into Attachment J-3: Contractor Discounts, Premiums, and Fees only upon JEDI Cloud Contracting Officer approval.

4. When the JEDI Cloud Contracting Officer incorporates the revised price into the Attachment J-1, Price Catalogs and/or Attachment J-3: Contractor Discounts, Premiums, and Fees, as appropriate, the Contractor shall update the listing of services and corresponding prices in the online pricing calculator and APIs for JEDI Cloud within 24 hours.

Section H4: Additional Security

1. Security requirements is one material condition of this contract. This contract and any resulting TOs shall be subject to immediate termination for cause, without the requirement for a cure notice, when it has been determined by the JEDI Cloud Contracting Officer that a failure to fully comply with the security requirements of this contract resulted from the willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of the managers, superintendents, or equivalent representatives of the Contractor who have supervision or direction of:

- a. All or substantially all of the Contractor's Cloud business, or
- b. All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or
- c. A separate and complete major industrial operation in connection with the performance of this contract.

2. The legally enforceable ability for the prime contractor to maintain control over certain parts of JEDI Cloud is another material condition of this contract. This contract and any resulting TOs shall be subject to immediate termination for cause, without the requirement for a cure notice, when it has been determined by the JEDI Cloud Contracting Officer that a failure to fully comply with the security requirements of this contract resulted from the lack of control required by Section C4.

Section H5: Issuance of Subcontracts

1. The Contractor shall provide to the JEDI Cloud Contracting Officer written notice of all subcontracts issued under this contract. For the purpose of this requirement, subcontract means a contract, as defined in FAR Subpart 44.101.

2. The JEDI Cloud Contracting Officer's written consent is required for all subcontractors performing classified services under the contract.

Section H6: Limited Release Of Contractor Confidential Business Information

1. "Confidential Business Information," (Information) as used in this clause, is defined as all forms and types of financial, business, economic, or other types of information including technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing even when -- (a) the owner thereof has taken reasonable measures to keep such information secret, and (b) the Information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through, proper means by the public. Information will include technical data, as that term is defined in DFARS 252.227-7013(a)(14) and 252.227-7015(a)(4). Similarly, Information does include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4).

2. The Government may release to individuals, employed by support contractors and their subcontractors, Information submitted by the Contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the Offeror or Contractor and its subcontractors consent to a

limited release of its Information, but only for purposes as described in paragraph (3) of this clause.

3. Circumstances where the Government may release the Contractor's or subcontractors' Information include the following:

- a. To other contractors and subcontractors, and their employees tasked with assisting the Government in handling and processing Information and documents in the administration of contracts, such as file room management and contract closeout;
- b. To other contractors and subcontractors, and their employees tasked with assisting the Government in accounting support services;
- c. To other contractors and subcontractors, and their employees tasked with assisting the Government in technical and administrative support services for the JEDI Cloud program, including monitoring contract progress and providing financial oversight; and,
- d. To other contractors and subcontractors, and their employees tasked with assisting the Government in furnishing advice or technical assistance in support of the Government's management and oversight of the JEDI Cloud program.

4. The Government recognizes its obligation to protect the Contractor and its subcontractors from competitive harm that could result from the release of such Information. The limited release of Information under paragraphs (3)(a-d) are permitted only under the following conditions:

- a. The Government determines that access is required by other contractors and their subcontractors to perform the tasks described in paragraphs (3)(a-d);
- b. Access to Information is restricted to individuals with a bona fide need to possess;
- c. Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by Government employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government;
- d. Contractors and their subcontractors performing the tasks described in paragraphs (3)(a-d) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (3)(a-d); and
- e. Contractors and their subcontractors having access to technical data, computer software, or computer software documentation have executed the Use and Non-Disclosure Agreement specified at DFARS 227.7103-7 or have DFARS 252.227-7025 in their contract.

5. The Government's responsibilities under the Freedom of Information Act (FOIA) are not affected by this clause.

6. The Contractor is a third-party beneficiary to any non-disclosure agreement entered into by the recipient with the Government or any other non-contractor party.

Section H7: Non-Endorsement

This contract does not, in any manner, constitute an endorsement by the Government of any results, services, resulting designs, hardware, software or any other applications resulting from performance under this contract. This contract does not obligate the Government to award future contracts to Contractor.

Section H8: Mandatory Addendum License Agreement or Service Level Agreement

1. The following Addendum shall be used for any License Agreements (whether called an End User License Agreement, Terms of Use, or some other name) and Service Level Agreements (SLAs). The list of terms in the Addendum is not necessarily all-inclusive, but is intended to convey and resolve the most common terms that are problematic to the Government. Problematic terms beyond those in the Addendum will have to be specifically negotiated prior to acceptance of the License Agreement or SLA.
2. The only License Agreements (whether called an End User License Agreement, Terms of Use, or some other name) and SLAs applicable to JEDI Cloud users are those agreements attached to the contract in Attachment J-5: Licenses and Service Level Agreements with the following exception:
 - a. Revisions to agreements in Attachment J-5: Licenses and Service Level Agreements may immediately take effect if those revisions do not: i. conflict with a contract requirement in the Performance Work Statement, Cyber Security Plan, or contract terms and conditions; ii. materially affect the Government's obligations; iii. increase contract prices; iv. decrease the level of service; or v. otherwise limit any Government rights under the contract. The Contractor agrees that any revisions that violate this paragraph are not enforceable against the Government.
 - b. The Contractor shall submit revised agreements under this exception to the JEDI Cloud Contracting Officer for review within 30 days of the revision.
3. The Contractor may submit new or revised License Agreements or SLAs after award for incorporation into the contract upon review and approval by the JEDI Cloud Contracting Officer. Such post-award License Agreements and SLAs will be reviewed for consistency with Federal law and the Government's needs, which are reflected in the requirements in Section C1: Performance Work Statement and the JEDI Cloud Cyber Security Plan and Section H1: Government Data.
3. The Government will accept commercial terms in a License Agreement or SLA only to the extent that those terms do not conflict with Federal law and only to the extent those terms meet the Government's needs.
4. The Contractor agrees that, in the event of any conflict or inconsistency between the terms in this Addendum and the terms of the License Agreement or SLA, the terms of this Addendum will supersede and be controlling. The Contractor acknowledges that this Addendum is a binding part of its contract and all TOs issued thereunder.

ADDENDUM TO LICENSE AGREEMENT

Addendum to License Agreement or Service Level Agreement

The Contractor, _____, hereby submits this Addendum as an attachment to the License Agreement, whether called an End User License Agreement, Terms of Use, or some other name or Service Level Agreements (SLAs). The Contractor agrees that, in the event of any conflict or inconsistency between the terms in this Addendum and the terms of the License Agreement or SLAs, the terms of this Addendum will supersede and be controlling.

The Government accepts commercial terms in a License Agreement or SLA only to the extent that those terms do not conflict with Federal law and only to the extent those terms meet the Government's needs. The Government's needs are the requirements in Section C1: Performance Work Statement attached to the contract and the JEDI Cloud Cyber Security Plan and Section H1: Government Data.

The following terms, when they appear in a License Agreement, have been determined unacceptable to the Government as a result of a conflict with Federal law or as a result of incompatibility with the Government's needs. Any such terms in a License Agreement or SLA will have no force or effect in any resulting contract.

General Indemnity (by the government)	<p>The Government does not agree to indemnify any party because such agreements may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B).</p> <p>Instead, recourse against the United States for any alleged breach of this agreement must be as a dispute under the contract disputes clause (Contract Disputes Act). While a dispute is pending, the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.</p>
Patent Indemnity (by the Contractor)	<p>Clauses giving the Contractor control over any claims or disputes involving patent or other intellectual property infringement are not allowable, insofar as only the US Department of Justice is authorized to represent the US Government, per 28 U.S.C. § 516. Any clause giving entire control of litigation to a Contractor is hereby modified as follows:</p> <p>If a third party claims that products or services delivered under this contract infringe that party's patent or copyright, the Contractor will indemnify the Government against liability, at the Contractor's expense, and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Contractor, provided that the Government promptly notifies the Contractor of the claim and gives the Contractor such opportunity as is offered by applicable laws, rules, and regulations to participate in the defense thereof. The Government shall make every effort to fully participate in the defense and/or in any settlement of such claim. However, the Contractor understands that such participation will be under the control of the U.S. Department of Justice, per 28 U.S.C. § 516.</p>

Automatic renewals (e.g., term licenses for software or software maintenance that renew automatically and renewal charges are due automatically unless the government takes action to opt out or terminate)	<p>The Government does not agree to any automatic renewal provisions because such agreements may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B).</p> <p>If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval by a warranted contracting officer.</p>
Audit	<p>Any clauses that give the Contractor the right to audit the government's use of software licenses do not meet the Government's needs as a matter of security.</p> <p>The Contractor can request that the Government conduct a self-audit and provide the Contractor with results of the audit, but the Contractor will not have access to the government's systems to conduct the audit.</p>
Attorney fees and costs; equitable relief; arbitration	<p>The Government does not agree to any clauses relating to the award of attorney's fees and costs or equitable relief because they may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B).</p> <p>Equitable relief and the award of attorney's fees, costs, or interest are only allowed to the extent permitted by statute (e.g., the Prompt Payment Act or Equal Access to Justice Act). Disputes will be resolved according to the disputes clause. Binding arbitration will not be used.</p>
Taxes	<p>The Government does not agree to any clauses purporting to make the Government responsible for all taxes. Any taxes the Contractor believes to be payable by the Government must be submitted individually to the JEDI Cloud Contracting Officer for adjudication or included in the firm-fixed price.</p>
Incorporating other License Terms by Reference, Including Reference to a Website	<p>Terms provided in other documents or websites do not bind the Government unless those terms are submitted with the proposal or in accordance with section H8 of the contract and made an attachment to the contract.</p> <p>Any license agreement provisions or terms of use unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract are not enforceable against the Government.</p>

Venue; Choice of Law	<p>The Government does not agree to any venue, jurisdiction, or choice of law clauses and does not consent to jurisdiction in any U.S. state courts.</p> <p>Venue and jurisdiction for any disputes are determined by the applicable federal statute (e.g., Contract Disputes Act) or by the Federal Acquisition Regulation. Any disputes arising under or related to this contract and license agreement will be governed by applicable federal statutes and regulations, not the laws of any particular U.S. state.</p>
Arbitration	<p>The Government does not agree to any provisions relating to mandatory arbitration. Disputes must be resolved in accordance with applicable federal statutes (e.g., Contract Disputes Act) and regulations.</p>
Equitable remedies, injunctions	<p>The Government does not agree to any clauses consenting to or entitling the Contractor to equitable relief or injunctions. Equitable relief for copyright, trademark, or patent infringement by the Government is only available to the extent permitted by federal statutes.</p>
Unilateral termination by Contractor for breach	<p>The Government does not agree to any clauses permitting unilateral termination of the contract or license agreement by the Contractor.</p> <p>Recourse against the United States for any alleged breach of this agreement must be made under the terms of the contract disputes clause (Contract Disputes Act). While a dispute is pending, the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and must comply with any decision of the Contracting Officer.</p>
Unilateral modification	<p>The Government does not agree to any provisions giving the Contractor the right to unilaterally change the license terms, with or without notice to the customer.</p>

Assignment by licensor	<p>The Government does not agree to any license terms providing for assignment by the licensor.</p> <p>Assignment of government contracts without the government's prior approval is prohibited by statute, except for assignment of payment to a financial institution, which must comply with the Assignment of Claims Act (31 U.S.C. § 3727, 41 U.S.C. § 15) and Federal Acquisition Regulation Subpart 32.8.</p>
Confidentiality	<p>The Government does not agree to any clauses asserting that unit prices or license agreement terms are confidential or proprietary information.</p> <p>Neither the license agreement nor the price list shall be deemed "confidential" or "proprietary" information notwithstanding any marking to that effect. The Freedom of Information Act (FOIA) governs what information must be disclosed and what information may be withheld by the Government.</p>
References to External Sources (such as URL links)	<p>The Government does not agree to any terms or conditions incorporated by reference to an external source if those terms or conditions are not in the agreement itself.</p>

The Contractor agrees to all the terms of this Addendum and will abide by its provisions.

Signature of Authorized Representative

Date

Name of Authorized Representative

Name of Contractor

(End of clause)

Section H9: Foreign Ownership, Control, or Influence

In each subcontract issued under this contract wherein any aspect of the subcontractor's work is classified, the Contractor shall include a requirement for Subcontractors to submit Foreign Ownership, Control, or Influence (FOCI) documentation to the JEDI Cloud Contracting Officer via the Defense Security Services (DSS) Electronic Facility Clearance System (e-FCL), just as the Contractor submits in DFARS clause 252.209-7002 via its certifications under FAR clause 52.204-7. The Contractor shall flowdown this clause.

Section H10: Online Marketplace Offerings

1. Integrated billing with the JEDI Cloud user's account is required for the JEDI Cloud online marketplace offerings.

2. With the exception of Bring Your Own License (BYOL), the Government's privity of contract for use of third party offerings remains with the Contractor. For such offerings, the Contractor agrees to the following:

a. To indemnify the Government against any third-party claim(s) related to the Government's alleged violation of a third-party license agreement where the term or condition at issue conflicts with the JEDI Cloud contract.

b. To ensure and validate that the online marketplace provisions third party offerings in a manner that is consistent with the third party's license agreement and take remedial action as necessary to resolve any issues.

3. For BYOL, the Government's privity of contract for the offering license agreement is with the third party. This does not negate the Contractor's responsibility to establish and maintain an online marketplace capable of deploying third party offerings IAW the Performance Work Statement.

a. The Contractor is not responsible for auditing or validating that the Government's use of BYOL offerings is consistent with the associated license agreement.

b. The license costs for BYOL offerings are not imputed against the JEDI Cloud contract maximum.

Section H11: Small Business Participation Commitment Document

Any modification to Attachment J-10 Small Business Participation Commitment Document must be pre-approved by the JEDI Cloud Contracting Officer prior to implementation.

SECTION I: CONTRACT CLAUSES**CLAUSES INCORPORATED BY REFERENCE**

52.203-3	Gratuities	APR 1984
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-13	System for Award Management Maintenance	OCT 2016
52.212-4	Contract Terms And Conditions-- Commercial Items	MAY 2015
52.219-9	Small Business Subcontracting Plan	JAN 2017
52.219-16	Liquidated Damages -- Subcontracting Plan	JAN 1999
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States	MAR 2008
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.239-1	Privacy or Security Safeguards	AUG 1996
52.245-1	Government Property	APR 2012
52.245-1 Alt 1	Government Property, Alternate 1	APR 2012
52.245-9	Use and Charge	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016

252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government Furnished Property	AUG 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)--Basic. (DEVIATION 2018-O0007)	MAR 2016
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights In Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations On The Use Or Disclosure Of Government-furnished Information Marked With Restrictive Legends	MAY 2013
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7010	Cloud Computing Services	OCT 2016
252.239-7018	Supply Chain Risk	OCT 2015
252.243-7001	Pricing Of Contract Modifications	DEC 1991

252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling and Marking of Government Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) *Definitions.* As used in this clause--

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (SEP 2013)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at [52.215-2](#), Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR [Subpart 4.7](#), Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) (1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Apr 2010) ([41 U.S.C. 3509](#)).

(ii) [52.219-8](#), Utilization of Small Business Concerns (Dec 2010) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-17](#), Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(v) [52.222-35](#), Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) [52.222-36](#), Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(vii) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(viii) [52.222-41](#), Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. Chapter 67](#)).

(ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
Alternate I (Aug 2007) of [52.222-50](#) ([22 U.S.C. 7104\(g\)](#)).

(x) [52.222-51](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) ([41 U.S.C. Chapter 67](#)).

(xi) [52.222-53](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) ([41 U.S.C. Chapter 67](#)).

(xii) [52.222-54](#), Employment Eligibility Verification (E.O. 12989) (JUL 2012).

(xiii) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) 42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause [52.226-6](#).

(xv) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause [52.247-64](#).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or TOs by the individuals or activities designated in the Schedule. Such orders may be issued from the applicable period of performance, April 17, 2019 through April 16, 2029, if all options are exercised as follows:

Base Period = April 17, 2019 through April 16, 2021

Option Period 1 = April 17, 2021 through April 16, 2024

Option Period 2 = April 17, 2024 through April 16, 2027

Option Period 3 = April 17, 2027 through April 16, 2029

(b) All delivery orders or TOs are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or TO and this contract, the contract shall control.

(c) If mailed, a delivery order or TO is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$1,000,000,000.00;

(2) Any order for a combination of items in excess of \$1,000,000,000.00; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **April 16, 2030**.

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 31 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not

exceed 120 months.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2019 (and is understood by the contractor to be updated with the appropriate fiscal year). The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2019, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browsefar>

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

SECTION J: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

a. Exhibits applicable to this contract are identified as follows:

Documents requested in this RFP are subject the Contract Data Requirements List (CDRL) detailed in Exhibit A below and are appended as Attachment J-9 of the RFP.

Exhibit A	
CDRL Number	Title

A001	Contract Monthly Progress Report (CMPR)
A002	Transition Out Plan
A003	Contract Security Management Plan
A004	Technology Refresh Plan
A005	System Administrator Training Materials
A006	Role-Based User Training Materials
A007	Portability Plan
A008	Contract Ordering Guide
A009	Change Management Roadmap
A010	Quality Control Plan
A011	Security Authorization Package
A012	Technical Report
A013	Small Business Reporting
A014	Portability Test
A015	Task Order Monthly Progress Report
A016	Meeting Materials

b. The following attachments will be incorporated into the awarded contract:

J-1: Price Catalogs

J-2: PWS for ID/IQ

J-3: Contractor Discounts, Premiums, and Fees

J-4: Small Business Subcontracting Plan

J-5: Licenses and Service Level Agreements

J-6: JEDI Cloud Cyber Security Plan

J-7: DD Form 254, DoD Contract Security Classification Specification for ID/IQ

J-8: Definitions

J-9: Contract Data Requirements Lists (CDRLs)

J-10: Small Business Participation Commitment Document

SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

CLAUSES INCORPORATED BY REFERENCE

52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-- Representation	NOV 2015
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.239-7009	Representation of Use of Cloud Computing	SEP 2015

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)

(a) Definitions. As used in this provision--

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a "doing business as" name).

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked "has" in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission

of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2016)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the

annual representations and certification electronically via the System for Award Management (SAM) Web site located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (t) of this provision.

(a) Definitions. As used in this provision --

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means—

- In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673

are--

(1) Department of Labor Wage and Hour Division (WHD) for--

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for--
- (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--
- (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for--
- (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the Offeror, or that owns or controls one or more entities that control an immediate owner of the Offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the Offeror, that has direct control of the Offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Labor compliance agreement" means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

"Labor laws" means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.

(9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

(10) The Family and Medical Leave Act.

(11) Title VII of the Civil Rights Act of 1964.

(12) The Americans with Disabilities Act of 1990.

(13) The Age Discrimination in Employment Act of 1967.

(14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).

(15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcs/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the

business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
 - (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- "Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
- "Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--
- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.
- "Subsidiary" means an entity in which more than 50 percent of the entity is owned--
- (1) Directly by a parent corporation; or
 - (2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)”, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The Offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-- Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ .

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the Offeror has completed for the purposes of this solicitation only, if any.] These amended representation(s) and/or

certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The Offeror represents as part of its offer that it (☐) is, (☐) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The Offeror represents as part of its offer that it (☐) is, (☐) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The Offeror represents as part of its offer that it (☐) is, (☐) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The Offeror represents that it (☐) is, (☐) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The Offeror represents that it (☐) is, (☐) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the Offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The Offeror represents that--

(i) It [☐] is, [☐] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [☐] is, [☐] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The Offeror represents that--

(i) It [☐] is, [☐] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects

its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The Offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the Offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The Offeror represents that it (____) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business Offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by Offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. (Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The Offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The Offeror represents that--

(i) It (____) has, (____) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (____) has, (____) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The Offeror represents that--

(i) It (____) has developed and has on file, (____) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (____) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the Offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

1562 (ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products
 1563 (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end
 1564 products as defined in the clause of this solicitation entitled "Buy American--Free Trade
 1565 Agreements--Israeli Trade Act":

1566

1567 Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani,
 1568 Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

1569 [List as necessary]

1570

1571 (iii) The Offeror shall list those supplies that are foreign end products (other than those listed in
 1572 paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy
 1573 American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end
 1574 products those end products manufactured in the United States that do not qualify as domestic end
 1575 products, i.e., an end product that is not a COTS item and does not meet the component test in
 1576 paragraph (2) of the definition of "domestic end product."

1577 Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

1578 [List as necessary]

1579

1580 (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part
 1581 25.

1582 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If
 1583 Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following
 1584 paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

1585

1586 (g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products as defined in the
 1587 clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":
 1588 Canadian End Products:

Line Item No.

1589 [List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The Offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The Offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The Offeror certifies, to the best of its knowledge and belief, that the Offeror and/or any of its principals--

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

1676 (i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order*
1677 *13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under*
1678 *this solicitation that are included in the List of Products Requiring Contractor Certification as to*
1679 *Forced or Indentured Child Labor, unless excluded at 22.1503(b).*]

1680

1681 (1) *Listed end products.*

1682

1683

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[____] (i) The Offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[____] (ii) The Offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor. (j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the Offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (____) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (____) Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the Offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (____) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (____) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the Offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[____] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The Offeror (____) does (____) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the Offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[____] (2) Certain services as described in FAR 22.1003-4(d)(1). The Offeror (____) does (____) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the Offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the Offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the Offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the Offeror if the Offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the Offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All Offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(____) TIN: -----.

(____) TIN has been applied for.

(____) TIN is not required because:

- 1775
 1776 (☐) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have
 1777 income effectively connected with the conduct of a trade or business in the United States and does not
 1778 have an office or place of business or a fiscal paying agent in the United States;
 1779
 1780 (☐) Offeror is an agency or instrumentality of a foreign government;
 1781
 1782 (☐) Offeror is an agency or instrumentality of the Federal Government.
 1783
 1784 (4) Type of organization.
 1785
 1786 (☐) Sole proprietorship;
 1787
 1788 (☐) Partnership;
 1789
 1790 (☐) Corporate entity (not tax-exempt);
 1791
 1792 (☐) Corporate entity (tax-exempt);
 1793
 1794 (☐) Government entity (Federal, State, or local);
 1795
 1796 (☐) Foreign government;
 1797
 1798 (☐) International organization per 26 CFR 1.6049-4;
 1799
 1800 (☐) Other -----.
 1801
 1802 (5) Common parent.
 1803
 1804 (☐) Offeror is not owned or controlled by a common parent;
 1805
 1806 (☐) Name and TIN of common parent:
 1807
 1808 Name - _____ .
 1809 TIN - _____ .
 1810
 1811 (m) Restricted business operations in Sudan. By submission of its offer, the Offeror certifies that the
 1812 Offeror does not conduct any restricted business operations in Sudan.
 1813 (n) Prohibition on Contracting with Inverted Domestic Corporations—
 1814
 1815 (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds
 1816 for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic
 1817 corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance
 1818 with the procedures at 9.108-4.
 1819
 1820 (2) Representation. By submission of its offer, the Offeror represents that--
 1821
 1822 (i) It is not an inverted domestic corporation; and
 1823
 1824 (ii) It is not a subsidiary of an inverted domestic corporation.
 1825
 1826 (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to
 1827 Iran.

(1) The Offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation. The Offeror represents that--

(i) It [] is, [] is not an inverted domestic corporation; and

(ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The Offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark ``Unknown").

Predecessor legal name: ____ .

(Do not use a ``doing business as" name).

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the Offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [____] does [____] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [____] does [____] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked ``does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[____](i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[____](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This

information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as Offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require Offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported: ____ .

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The Offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered

suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [____] is not [____] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of
Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or			
Computer Software			Name of Person

to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

2083 *For technical data (other than computer software documentation) pertaining to items, components,
 2084 or processes developed at private expense, identify both the deliverable technical data and each such
 2085 item, component, or process. For computer software or computer software documentation identify the
 2086 software or documentation.

2087 **Generally, development at private expense, either exclusively or partially, is the only basis for
 2088 asserting restrictions. For technical data, other than computer software documentation, development
 2089 refers to development of the item, component, or process to which the data pertain. The Government's
 2090 rights in computer software documentation generally may not be restricted. For computer software,
 2091 development refers to the software. Indicate whether development was accomplished exclusively or
 2092 partially at private expense. If development was not accomplished at private expense, or for computer
 2093 software documentation, enter the specific basis for asserting restrictions.

2094 ***Enter asserted rights category (e.g., government purpose license rights from a prior contract,
 2095 rights in SBIR data generated under another contract, limited, restricted, or government purpose
 2096 rights under this or a prior contract, or specially negotiated licenses).

2097 ****Corporation, individual, or other person, as appropriate.

2098 *****Enter "none" when all data or software will be submitted without restrictions.

Date

Printed Name and Title

Signature

2099 (End of identification and assertion)

2100

2101 (e) An offeror's failure to submit, complete, or sign the notification and identification required by
 2102 paragraph (d) of this provision with its offer may render the offer ineligible for award.

2103 (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision
 2104 shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror
 2105 shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

2106

2107 (End of provision)

2108

2109

2110 **SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

2111 **Section L1: General RFP Instructions**

2112
2113 This section of the RFP provides guidance and information for preparing proposals, as well as
2114 instructions on the format and content of the proposal. The Offeror shall submit a complete proposal
2115 including all data and information requested by the RFP. The proposal must be submitted IAW all
2116 Section L instructions.

2117
2118 Any estimates, examples, or scenarios included in Section L are based on the Government's projected
2119 needs and are used for evaluation purposes only. These estimates do not represent a guarantee for any
2120 TOs placed against the resulting contract. RFP Section B2 includes the minimum guaranteed award
2121 amount.

2122
2123 The following attachments are hereby incorporated into combined synopsis/solicitation # HQ0034-
2124 18-R-0077. These attachments are for the RFP only and will not be attached to the awarded ID/IQ
2125 contract. For clarity, Attachments L-3 and L-4 will be awarded as TOs concurrently with the ID/IQ
2126 contract award.

- 2127 L-1: JEDI Cloud SOO
- 2128 L-2: Price Scenarios
- 2129 L-3: TO 001 PWS
- 2130 L-4: TO 002 PWS
- 2131 L-5: Price Scenario Price Build-Up Template
- 2132 L-6: Small Business Subcontracting Plan Template
- 2133 L-7: OCI Analysis/Disclosure Form
- 2134 L-8: PWS/SOO & Factor Crosswalk Matrix
- 2135 L-9: Company Non-Disclosure Agreement for JEDI Cloud

2136
2137 1. The Government anticipates awarding a single ID/IQ contract, for the JEDI Cloud, to the
2138 responsive and responsible Offeror whose proposal represents the best value to the Government as set
2139 forth in Section M - Evaluation For Award Of ID/IQ Contract and Task Orders detailed below. This
2140 RFP is issued for full and open competition.

2141 2. The Government anticipates issuing two TOs to the awardee concurrently with the JEDI
2142 Cloud ID/IQ contract award. The Offeror shall address the PWS requirements for TO 001, provided
2143 in Attachment L-3 to this RFP, IAW the RFP instructions. The Offeror's proposal for TO 001 will be
2144 evaluated IAW Section M - Evaluation For Award Of ID/IQ Contract and Task Orders. TO 002,
2145 provided in Attachment L-4 of the RFP, is for administrative purposes only to obligate the ID/IQ
2146 contract minimum guarantee in Section B2 of the RFP. Additional explanation is provided in
2147 Attachment L-4.

2148 3. The Government intends to conduct discussions for this acquisition, but reserves the right to
2149 forego discussions with Offerors. IAW FAR 52.215-1, ALT I, pursuant to the stipulated conditions,
2150 the JEDI Cloud Contracting Officer may limit the number of proposals in the competitive range to the
2151 greatest number that will permit an efficient competition among the most highly rated proposals. The
2152 competitive range will be limited to no more than four proposals. Additionally, IAW FAR Part
2153 15.306(c)(2), Offerors are advised that the competitive range may be further reduced for purposes of
2154 efficiency. As such, the Offeror's initial offer should contain its best terms from a price and technical
2155 standpoint.

2156
2157 4. The Government may consider any failure to comply with these instructions to be indicative
2158 of what could be expected from an Offeror during contract performance and may consider it a

weakness of the proposal.

5. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Statements such as "will comply," "noted and understood," "in accordance with best industry practices/standards," etc., without supporting narrative are unacceptable. Offerors shall assume that the Government has no prior knowledge of their capabilities and experience and will base its evaluation solely on the information presented in the Offeror's proposal.

6. A Joint Venture (JV) may submit a proposal in response to this RFP subject to the following conditions:

- a. The JV is registered in the System for Award Management (SAM.gov) and has a corresponding DUNS Number.
- b. The JV meets the definition of a JV for size determination purposes (FAR 19.101(7)(i)).
- c. The Offeror must submit a complete copy of the JV agreement (inclusive of all JV members) that established the relationship.
- d. Any member of the JV performing classified work must possess the appropriate Facility Security Clearance (FSC).

7. Official Documents and Points of Contact: The Government-wide Point-of-Entry is the Federal Business Opportunities website (<https://www.fbo.gov>) which is the official repository for all solicitation information related to this acquisition. All referenced documents for this RFP are available on this site. The Government is not responsible for the accuracy of information or data posted on other websites or forums. The JEDI Cloud Contracting Officer and the Contract Specialist (CS) are the **only** points of contact for this acquisition. The Offeror shall designate Authorized Personnel per Section L3.

8. Request for FOUO Documents. In order to obtain access to the For Official Use Only (FOUO) documents referenced in the Cyber Security Plan, the Offeror shall email its request and executed Attachment J-9, Company Non-Disclosure Agreement (NDA) for JEDI Cloud to the JEDI Cloud Contracting Officer, Ms. Chanda Brooks. Each company, including subcontractors, must separately execute an NDA to obtain access to the FOUO documents. Any company that receives the FOUO documents is prohibited from sharing with others; including subcontractors and teaming partners. Submissions shall be emailed to **jedi-rfp@dds.mil**, by **August 9, 2018** no later than **10:00 am ET**. The Email Subject must state: "NDA Submission". Delays will occur if the subject line varies in any manner. The FOUO documents will only be shared with companies who intend to submit a proposal, as a prime contractor or subcontractor, so the body of the email must indicate that the sender's company intends to submit a proposal in response to RFP HQ0034-18-R-0077.

9. Written Questions. Submitting **questions** via email: Any questions regarding this RFP must be submitted via email to **jedi-rfp@dds.mil** utilizing the mandatory Comment Resolution Matrix, by **August 16, 2018** at **11:00 am ET**. Verbal questions will not be answered.

10. In-Person Question and Answer. The Government intends to conduct In-Person Question and Answer (Q&A) Sessions with Offerors who plan to submit a proposal in response to the JEDI Cloud RFP. In-Person Q&A Sessions will be held at the Pentagon and strictly limited to one hour per session. Only one Q&A Session will be allotted per proposal team. If a proposing team wants an Q&A Session, the Prime Contractor (not subcontractors) shall submit a written request for a Q&A Session via email by **5:00 pm ET** on **July 31, 2018** to **jedi-rfp@dds.mil**. Requests after this deadline will not be considered. Q&A Sessions will be assigned on a first-come, first-serve basis. For complete

details about the Q&A Sessions, please see the attachment “In-Person Q&A Session Information” posted on FBO.

All participants for the Q&A Sessions must attend in person; requests for virtual attendees will be denied. Q&A Sessions are limited to a total of three Contractor personnel, one of whom must be a Principal representative from the Prime Contractor company. Attendees are prohibited from: bringing proposal or any proprietary materials to the Q&A Session; recording the session; or presenting briefs or other materials. Attendees may take notes, bring written questions, and bring portions of the RFP package about which they have questions. Further, Attendees are prohibited from bringing electronics into the meeting space. Cell phones may be stored outside of the Q&A Session space.

The purpose of these sessions is to answer Offeror questions about the RFP. Be advised that any questions regarding the feasibility of proposed technical solutions will **not** be answered.

For purposes of efficiency of the Q&A Sessions, Offerors may submit advanced written questions for Q&A Sessions via email, by **12:00 pm ET on August 3, 2018**, to **jedi-rfp@dds.mil**. The Government reserves the right not to answer questions in the Q&A Session and instead follow up in writing as appropriate. For example, a question may require referencing multiple documents, which may be impractical during the Q&A Session. The Government intends to release a Q&A amendment to the RFP and cautions against submitting proprietary information in any written questions.

Please note that a Government attorney may be present during each In-Person Q&A Session. Each Q&A Session will be recorded; the recording will not be provided to Offerors.

11. Proposal Submission. Submitting **proposals** via email: In order to respond to this RFP, the Offeror shall email its proposal submission to the JEDI Cloud Contracting Officer, Ms. Chanda Brooks. Submissions shall be emailed to **jedi-rfp@dds.mil**, no later than **10:00 am ET on September 17, 2018**. Individual email attachments cannot exceed 25 MB, and a single email cannot exceed 50 MB inclusive of attachments. Video attachments have separate submission requirements as detailed below. Multiple emails may be submitted provided that they follow the following naming conventions: The Email Subject should state: “Company Name_Email X of Y Proposal Submission for 18-R-0077.” Attachment File Names shall state: “Company Name_18-R-0077_Volume X_Tab X”.

Video file attachments (for Section L4, Sub-factor 1.6) must be sent via AMRDEC SAFE (<https://safe.amrdec.army.mil/safe/Welcome.aspx>). Offerors are strongly advised to upload video submissions at least one hour prior to the proposal submission deadline. The recipient’s email address of the AMRDEC package must state **rashida.d.webb.civ@mail.mil**. Up to 25 files may be included in a single AMRDEC package, but the total submission size cannot exceed 2 GB. Offerors are encouraged to limit the number of submissions to one. In the event the Offeror requires multiple video submissions to AMRDEC SAFE, each submission shall comply with size and count restrictions as stipulated. Do not send any questions or other proposal contents to **rashida.d.webb.civ@mail.mil**, as they will not be considered or evaluated. Offerors are responsible for submitting timely proposals IAW FAR Subpart 15.208. Video Attachments shall use the following naming convention: “Company Name_18-R-0077_Video Number X of Y.”

Section L2: Written Proposal Organization Instructions

1. Any pages in excess of the respective page limitations specified for each Volume/Tab, as outlined in Table L-1 below, shall not be considered during the evaluation of the proposal.

2. Page limits shall not be circumvented by including inserted text boxes/pop-ups or internet links to additional information; such inclusions are not acceptable and will not be evaluated as part

of the proposal. The Government reserves the right to verify any URLs, identified in Volume II, Tabs B, E and H, are active; the URLs will only be reviewed to validate the efficacy of the links, not the content of the website.

3. Appendices: Any items in Table L-1 identified as an Appendix are excluded from the Overall Total Page Limits for that Volume. For some Appendices, there are applicable page limits as identified in Table L-1 below. Page limits shall not be circumvented by including additional information in the appendices that is not identified in Table L-1; such inclusions are not acceptable and will not be evaluated as part of the proposal. Appendices shall be provided at the end of the respective Tab file.

4. Proposal Organization: Proposals shall consist of six separate Volumes. Initially, only four Volumes need to be submitted at the time specified in RFP Section L1 paragraph 11. Volume IV Small Business Participation Approach and Volume V Demonstration will be submitted at a later date and time. Each Tab within Volumes I through III identified below shall be submitted as separate electronic files. For Volume VI, each required MS Excel and PDF document shall be submitted as separate electronic files. All Volumes shall be organized as follows:

Table L-1		
VOLUME/TAB	VOLUME/TAB TITLE	PAGE LIMIT
I	CONTRACT DOCUMENTATION	<i>Subject to Individual Page Limits Below</i>
TAB A	Table of Contents	No Limit
TAB B	Company Information	1 page Exclude JV Agreement and Control documentation from page count
TAB C	Cover Letter	1 page
TAB D	Signed RFP and Amendments/ Representation and Certification Information	No Limit
TAB E	EEO Pre-Award Information	No Limit
TAB F	DD Form 254 Security Classification	No Limit
TAB G	Proposal Team	No Limit
TAB H	OCI Response	No Limit

TAB I	Licenses and Service Level Agreements and Addendum	No Limit
TAB J	PWS/SOO & Factor Matrix	No Limit
TAB K	Support Contractor Proposal Access Consent Letter	No Limit
II	FACTOR 1: GATE CRITERIA	Overall Total: 28 Pages
TAB A	Sub-factor 1.1 Elastic Usage	Provide summary report as an Appendix (no page limit)
TAB B	Sub-factor 1.2 High Availability and Failover	Provide static web page document captures as an Appendix (page limit of 5 pages for paragraph 4(a) and 5 pages for paragraph 4(b)); Provide JAB documentation as an Appendix
TAB C	Sub-factor 1.3 Commerciality	
TAB D	Sub-factor 1.4 Offering Independence	
TAB E	Sub-factor 1.5 Automation	Provide static web page document captures as an Appendix (page limit of 30 pages)
TAB F	Sub-factor 1.6 Commercial Cloud Offering Marketplace	Video files submitted as prescribed in Section L1, paragraph 9; Provide catalog offering examples as an Appendix (no page limit)
TAB G	Sub-factor 1.7 Data	
III	TECHNICAL PROPOSAL	Subject to Individual Page Limits Below
TAB A	Performance Work Statement	No Limit
TAB B	Factor 2 Logical Isolation and Secure Data Transfer	30 pages for paragraphs 1-3; 3 pages per scenario in paragraph 4

TAB C	Factor 3 Tactical Edge	10 pages for paragraphs 1-2; 3 pages per scenario in paragraph 3
TAB D	Factor 4 Information Security and Access Controls	12 pages for paragraph 1; 6 pages for paragraph 2
TAB E	Factor 5 Application and Data Hosting and Portability	15 pages for paragraphs 1 and 2; 3 pages per scenario in paragraphs 3 and 4
TAB F	Factor 6 Management and TO 001	15 pages total; Provide proposed QASP as an Appendix (no page limit)
IV	FACTOR 7: SMALL BUSINESS PARTICIPATION APPROACH (Not included with initial proposal submission)	No Page Limit
V	FACTOR 8: DEMONSTRATION (Not included with initial proposal submission)	No Page Limit
VI	FACTOR 9: PRICE	No Page Limit
TAB A	Price Narrative	
TAB B	Price Information and Supporting Data for Attachment L-2 Price Scenarios	
TAB C	Price Information and Supporting Data for all CLINs	
VII	SMALL BUSINESS SUBCONTRACTING PLAN	No Page Limit

5. Each volume may contain a table of contents and glossary of all abbreviations and acronyms used that will not count towards the page limitation.
6. All pricing information shall be addressed ONLY in the Price Volume. If pricing information is included in other volumes, it will result in removal of the entire page from evaluation.
7. Format: Page size shall be 8.5 x 11 inches. Pages shall be single spaced, except for Government-provided solicitation forms or tables. At a minimum, a 12-point font size shall be used for text and a 10-point font size shall be used for any tables and/or graphics. All pages shall include page numbering and shall be numbered sequentially by volume. Volumes I, II, III, and IV of the proposal shall be submitted as a Portable Document Format (PDF) file conforming to ISO standards

32000-2, except videos. Use at least ¾ inch margins on all sides. All files shall be searchable and allow copy/paste functionality. No document or copy protections shall be used. Tables, charts, graphs, and figures shall be legible.

8. Cross-Referencing: Each volume shall be written on a stand-alone basis so that its contents may be evaluated independently. Information required for proposal evaluation that is not found in its designated volume will be deemed to have been omitted from the proposal. Unless specifically instructed otherwise in the RFP, cross-referencing within a proposal volume across Factors or Sub-Factors is not permitted. This instruction does not preclude the Government from providing proposal materials to the evaluators from different Volumes and Volume Tabs (for example, providing the PWS or Unpriced BOEs to the evaluators).

9. No classified information is required, nor shall it be provided, in any proposal. Any information marked as classified will be destroyed and not evaluated.

10. The Government will not consider alternate proposals. If an Offeror (a) fails or refuses to assent to any of the terms and conditions of this RFP, (b) proposes additional terms or conditions, (c) conditions its proposal with assumptions, or (d) fails to submit any of the information required by this RFP, the Government may consider the proposal to be unacceptable and therefore ineligible for contract award.

11. The Unpriced Basis of Estimates (BOE) requested for each of the Attachment L-2, Price Scenarios will be shared with the technical evaluators after the Government confirms the Unpriced BOE is identical, except for actual prices, to the Priced BOE.

Section L3: Volume 1 - Contract Documentation Instructions

CONTRACT DOCUMENTATION

TAB A: Table of Contents - Offerors shall include a master table of contents of the entire proposal to include each volume.

TAB B: Company Information - Offerors shall include:

Authorized Offeror Personnel. Provide the name, title, email, and telephone number of the company/division Authorized Personnel regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government. Each of these individuals, independently, shall be authorized and empowered to make all decisions and respond to the Government in an official capacity, regardless of team formations, to include but not limited to corporate structure, team formation, or established legal entities or constructs.

Company/Division Address, Identifying Codes, and Applicable Designations. Provide company/division's street address, county and facility code; CAGE code; DUNS code; TIN; size of business (large or small). The same information must be provided for all locations that any work will be performed to support this contract.

The Offeror shall provide sufficient documentation, such as self-certification of ownership or bilaterally signed teaming/subcontracting agreements as applicable, to demonstrate control IAW Section C4 of the RFP. This documentation will be shared with the evaluators for Sub-factor 1.3 - Commerciality.

If applicable, the Offeror shall submit a complete copy of the JV agreement.

TAB C: Cover Letter - The Offeror's proposal shall include a cover letter, on the Offeror's letterhead stationery, and signed by an executive of the company with the authority to contractually bind the Offeror. The cover letter shall identify all enclosures being transmitted as part of the Offeror's proposal. The Offeror shall make a clear statement that the proposal is valid for 300 days from the proposal due date. The Offeror is required to sign and certify that all items submitted in the proposal comply with the RFP requirements.

Sample Statement of Compliance: *This Offeror hereby certifies this proposal is in compliance with the solicitation and its requirements. There are no exceptions, deviations or differences.*

TAB D: Signed Solicitation/Amendments/ Representations and Certification Information

Offerors shall provide a copy of a signed SF1449 along with any required fill-in sections within Sections B through K. The Offeror's authorized signatory shall sign the SF1449, including any amendments. Failure to submit the signed SF1449 will result in the Offeror being ineligible for award.

Section H: Special Contract Requirements. Submit Sections H2, New Services and H3, Price Changes, with the fill-ins completed.

Section I: Contract Clauses. Submit as required.

Section K: Representations, Certifications, and other Statements of Offerors. If the requested information is not available in the System for Award Management (SAM) database, submit as required.

For completion of DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011), the Government recognizes that this is a commercial item acquisition. For purposes of this certification, Offerors are only required to identify and assert any CDRLs in Section J Exhibit A that the Offeror is proposing to deliver with less than Unlimited Rights.

TAB E: EEO Pre-Award Information: All prime Contractors shall include in the proposal any subcontractor to which they intend to award more than \$10 million IAW FAR 52.222-24, Preaward On-Site Equal Opportunity Compliance Evaluation.

TAB F: DD Form 254 Security Classification: All prime Contractors shall affirm their FSC. The Offeror shall identify the FSC for members of the JV (if applicable) and/or subcontractors. If a subcontractor also has a FSC, affirm as well.

The DD Form 254 for TO 001 will be identical to Attachment J-7 with the exception of Block 16, Certification and Signature, and Block 17, Required Distribution. The cognizant security manager for CCPO will complete Blocks 16 and 17 at contract award.

TAB G: Proposal Team: The Offeror shall provide a table listing the entire proposal team membership at all tiers. The table shall identify the company name, prime or subcontract tier of the proposed team member, and, if a team member is a wholly owned subsidiary of a parent company, name of the parent company (with clear notation that the company is a parent). The Offeror shall also provide information indicating whether they are proposing as a JV.

TAB H: OCI Response: Each Offeror shall complete the Organizational Conflict of Interest (OCI) Analysis/Disclosure Form provided in RFP Attachment L-7. If no OCI exists, then complete block 9

of the form. If any potential or actual OCI exists for this acquisition, as described in FAR Subpart 9.5, in addition to the submission of Attachment L-7, the Offeror shall submit an OCI plan with the proposal, explaining in detail how the OCI will be mitigated and/or avoided.

TAB I: Licenses and Service Level Agreements and Addendum: Each Offeror shall provide all License Agreements (whether called an End User License Agreement, Terms of Use, or some other name) and Service Level Agreements (SLAs), including third party agreements, applicable to the services that are proposed for delivery in its proposal. The Government intends to review all License Agreements and SLAs for consistency with Federal law and the Government's needs, which are reflected in the requirements in the SOO and the JEDI Cloud Cyber Security Plan and Section H1, Government Data.

The Government will accept commercial terms in a License Agreement or SLA only to the extent that those terms do not conflict with Federal law and only to the extent those terms meet the Government's needs. The Offeror shall submit the executed Addendum in RFP Section H8, Mandatory Addendum License Agreement or Service Level Agreement, as an attachment to any License Agreement(s) or SLA(s) submitted with its proposal in response to the RFP. Problematic terms beyond those in the Addendum will have to be specifically negotiated prior to award.

The Offeror acknowledges that the executed Addendum in RFP Section H8 will become a binding part of the contract and all TOs issued thereunder.

TAB J: PWS/SOO & Factor Matrix: The Offeror shall submit a cross-reference matrix using Attachment L-8, PWS/SOO & Factor Crosswalk Matrix. The PWS references shall be sufficiently specific to allow for easy identification of the task (using page, subsection, and sub-paragraph numbers as necessary). The Matrix shall address all Performance Requirements in Section 3 of the SOO, including all subsections, and any proposed Desired Capabilities in Section 4 of the SOO. Additionally, the Offeror shall map the sections of the proposed PWS to the relevant Factor(s) 2-6. The Factor mapping asserted by the Offeror does not prevent the Government from considering other PWS sections under a particular Factor that the Government deems relevant even if the Offeror did not map that PWS section to the Factor; this mapping is purely to assist evaluators in identifying the PWS section that are most likely relevant.

TAB K: Support Contractor Proposal Access Consent: The Offeror shall submit a letter clearly stating whether permission is granted allowing the contractor support identified below access to the Offeror's proposal. The Offeror and its subcontractors may choose to execute a proposal access agreement with these support contractors. Prior to the submission of a Proposal, the Offeror or its subcontractors may email jedi-rfp@dds.mil to obtain the point of contact information for the contractor support companies to execute any necessary proposal access agreements.

Contractor support personnel from the below listed companies under existing contracts will be used for administrative purposes only. This assistance will not include analyzing or evaluating proposals.

- Eagle Harbor Solutions
- Suntiva

Proprietary information submitted in response to this RFP will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (41 U.S.C. 423) as implemented in the FAR. These companies are bound contractually by OCI and non-disclosure clauses with respect to proprietary information. Support Contractor personnel will take all necessary action to preclude unauthorized use or disclosure of an Offeror's proprietary data.

Section L4: Volume II – Gate Criteria Submission Instructions**FACTOR 1: GATE CRITERIA**

The Offeror shall provide the following information for Factor 1. For purposes of this Factor and its sub-factors, Commercial Cloud Offering (CCO) means the CCO, as defined in Attachment J-8, Definitions, being proposed by the Offeror for JEDI Cloud.

Sub-factor 1.1 Elastic Usage (TAB A)

The Offeror shall demonstrate compliance with this Sub-factor by providing a summary report for the months of January 2018 and February 2018 that depicts each of the three metric areas detailed below (*i.e.*, Network, Compute, Storage). The Offeror's proposal, for all aspects of this Sub-factor, must explicitly depict CCO usage. CCO usage may include IaaS used to provide PaaS offerings, but must exclude any IaaS or PaaS usage for the CCO provider's own use including intra-company usage across different divisions or business units when those divisions or business units do not constitute separate legal entities. For this Sub-factor, CCO usage is not limited to any market segment and can include both government and non-government (public) customers.

The summary report shall include a table illustrating the addition of JEDI Cloud usage (as defined below) relative to CCO usage for the months of January 2018 and February 2018, excluding any services provided to a customer free of charge. Offerors may also include a narrative explaining how JEDI Cloud usage would not represent a majority of the three metrics areas as specified. Specifically, JEDI unclassified usage must be less than 50% of the CCO usage as demonstrated by the following:

1. Network - Volume of commercial client traffic, in bytes, for public internet ingress and egress (at the logical cloud boundary outside of availability zones, *i.e.*, in and out of the CCO-controlled infrastructure).
 - a. CCO usage: aggregate of January 2018 and February 2018.
 - b. For purposes of this evaluation, JEDI Cloud unclassified ingress is 10.6 Petabytes for two months.
 - c. For purposes of this evaluation, JEDI Cloud unclassified egress is 6.5 Petabytes for two months.
2. Compute - Number of physical (not virtualized) compute (CPU and/or GPU) cores in use by application servers, which are defined as those physical servers that host the virtualized infrastructure and platform services used by end users (for example, a network router would not satisfy this definition of application server).
 - a. CCO usage: average compute cores in use for January 2018 and February 2018 calculated by taking the sum of the total number of CPU and GPU cores in use each day between January 1st and February 28th, inclusive, and dividing it by the total number of days in that time period (average = $\text{DailyTotalsSum} \div 59$).
 - b. For purposes of this evaluation, JEDI Cloud unclassified average physical compute cores in use by application servers is 46,000 cores.
3. Storage - Data, in bytes, for each of online, nearline, and offline averaged across January 2018 and February 2018.
 - a. CCO usage: average storage in use for January 2018 and February 2018 calculated by taking the sum of the total storage in use each day between January 1st and February 28th, inclusive, and dividing it by the total number of days in that time period (average = $\text{DailyTotalsSum} \div 59$).
 - b. For purposes of this evaluation, JEDI unclassified data storage usage averages 50 Petabytes online, 75 Petabytes nearline, and 200 Petabytes offline across the 2 months.

Sub-factor 1.2 High Availability and Failover (TAB B)

The Offeror shall demonstrate high availability and failover of the CCO data centers, defined for purposes of this Sub-factor as the physical locations containing the physical CCO hardware used to provide unclassified IaaS and PaaS services, through the following:

1. No fewer than three physical existing unclassified CCO data centers within the Customs Territory of the United States, as defined in FAR 2.101, that are all supporting at least one IaaS offering and at least one PaaS offering that are FedRAMP Moderate “Authorized” by the Joint Authorization Board (JAB) as demonstrated by documented evidence. Each data center identified must be capable of automated failover of all computing, network, and storage services to one another as demonstrated by self-certification. Geographic dispersion means that each identified data center is at least 150 miles from the others using geodesic distance as demonstrated by either a physical address or GPS coordinates for each data center;
2. Network availability through redundant and globally distributed points of presence controlled by the Offeror, as defined in Section C4 of the RFP. Globally means that there must be at least one point of presence on each continent (except Antarctica); redundant means that there are at least two or more connections providing a total bandwidth capacity of at least 40 Gigabits per second. The Offeror shall demonstrate this with a table that depicts for each point of presence: the approximate location, the number of connections to each point of presence, and the total bandwidth capacity for each connection;
3. Built-in data storage (for online, nearline, and offline) redundancy that protects against data loss in the case of catastrophic data center loss as demonstrated by a listing and description of the existing CCO offerings that provide built-in data storage as described in this paragraph for online, nearline, and offline; and
4. Provide automatic monitoring of resource utilization and events (to include failures and degradation of service) via web interface and application programming interfaces (APIs). These APIs must have online documentation that is readily discoverable as demonstrated by providing a static document capture of the web site documentation page for a and b below. Portions of documentation are acceptable. The documentation for a and b below must include example code. Each static document must include the publicly accessible URL of the source web page.
 - a. Getting the resource utilization for a given virtual machine identifier; and
 - b. Getting a listing of recent service health events by time and date range.

Sub-factor 1.3 Commerciality (TAB C)

The Offeror shall demonstrate the commerciality of the CCO through revenue information for calendar year 2017 in an Offeror-preferred format. The Offeror shall indicate which portion of the revenue is attributable to the CCO, the applicable company name(s) for the CCO revenue, and a breakdown of the revenue by the type of customer (*e.g.*, U.S. Federal Government versus non-U.S. Federal Government). To satisfy the commerciality of the CCO, the revenue information must show that total revenue attributable to U.S. Federal Government usage is less than 50% of total CCO revenue.

The documentation evidencing control under Section C4 that the Offeror submitted in Volume I, Contract Documentation will also be considered part of the proposal for this Sub-factor.

Sub-factor 1.4 Offering Independence (TAB D)

The Offeror shall demonstrate through a detailed narrative that the proposed solution for storage, compute, and network IaaS does not require bundling with any particular PaaS or SaaS product. Exempted from this bundling prohibition is PaaS or SaaS that is not invoiced separately and also not deployed on user provisioned cloud resources. For example, the following would not be considered bundling of IaaS with a particular PaaS or SaaS product: managed monitoring or logging services that are not-separately-priced and provided in parallel to a provisioned virtual machine by the Offeror (not through the marketplace).

Sub-factor 1.5 Automation (TAB E)

The Offeror shall demonstrate an ability to meet automation requirements for an existing API for the proposed IaaS and PaaS offerings that is capable of creating (or provisioning, as appropriate) and reading resources as identified below. This shall be demonstrated by providing a static document capture of the web site documentation page for all items listed in paragraphs 1 through 5 below. Each static document must include the publicly accessible URL of the source web page. Portions of documentation are acceptable.

1. Identity and access management:
 - a. creation of an account in the JEDI Cloud;
 - b. creating time-limited federated authentication tokens; and
 - c. assignment of role-based access control.
2. Provisioning:
 - a. creation of a single compute instances;
 - b. creation of a single object storage instance;
 - c. creation of a single relational database instance; and
 - d. creation of a load balancing instance for virtual machines.
3. Reading of billing data:
 - a. for a single account given an identifier and time and date range; and
 - b. for a group of accounts as specified by the customer.
4. Reading of service usage data:
 - a. usage, in hours, for all compute instances;
 - b. usage, in hours, for all managed database instances; and
 - c. usage, in hours, for a single compute instance based on a resource tag.
5. Security policy compliance:
 - a. reading results of automated compliance scans for a single account; and
 - b. reading results of automated compliance scans for a group of accounts as specified by the customer.

Sub-factor 1.6 Commercial Cloud Offering Marketplace (TAB F)

1. The Offeror shall demonstrate that the existing CCO includes an easy to use online marketplace (via web-accessible user interface) to deploy CCO and third-party platform and software service offerings onto the CCO infrastructure. The Offeror shall demonstrate the online marketplace by providing: 1) three examples of existing public catalog services for offerings for each of the categories below and 2) a narrative describing the process for end users to procure and deploy these services.
 - a. Platform offerings, such as container solutions, container orchestration, code deployment, log analysis and monitoring;
 - b. Advanced data analytics tools, such as machine learning, artificial intelligence, or image recognition;

- c. Bring-your-own-license products for platform and software offerings from other than the CCO provider; and
- d. Free and open source platform and software offerings.

2. The Offeror shall also demonstrate the CCO marketplace with two real-time, silent demonstration videos with time clock of an end user on a web interface acquiring and deploying: (1) a third-party marketplace platform offering or third-party enterprise software offering, and (2) a bring-your-own-license example from other than the CCO provider. Ease of use of self-service deployment is measured by time to launch under optimal conditions. To meet the criteria for ease of use, time to deploy must be less than 5 minutes based on the below criteria:
 - a. Time starts at page-load after authentication and ends after successful deployment of the offering;
 - b. Time includes entering a license if required; and
 - c. Excluded from timing is the time to spin up any virtual machines to host the offering, so long as the virtual machines are required and included in the offering.

Acceptable video formats are MPEG4 and AVI.

Sub-factor 1.7 Data (TAB G)

The Offeror shall demonstrate that the proposed solution meets the following data requirements through a self-certification and with detailed technical explanations of:

1. Petabyte-scale storage and retrieval of online, nearline, and offline storage;
2. Object lifecycle management for usage based retention and data migration that operates across online, nearline, and offline storage.
3. Ability to receive the first byte from a nearline storage retrieval operation within 30 seconds as demonstrated by request and response log artifacts; and
4. Ability to retrieve 250 terabytes of arbitrary, offline storage objects within 24 hours and be accessible by applications deployed to the cloud provider's infrastructure in that time as demonstrated by request and response log artifacts.

Section L5: Volume III – Technical Criteria Submission Instructions

TECHNICAL PROPOSAL

Performance Work Statement (PWS) (TAB A)

1. Required Content for PWS: The Offeror shall provide a PWS in response to Attachment L-1, JEDI Cloud SOO. At a minimum, the Offeror's proposed PWS shall include all of the information detailed below and may be presented in the Offeror's preferred format:
 - a. Detailed description of the work to be performed, including the services that the Offeror proposes to perform to achieve the SOO. The description shall be organized such that it clearly maps to the CLIN structure.
 - b. Table 5.1 (verbatim) from the SOO.
 - c. Table 5.2 (verbatim) from the SOO.

(end TAB A)

NOTE: For Factors 2 through 7, addressed below, the proposed PWS and any of its attachments will be considered a part of the Offeror's proposed approach. Additionally, to the extent the Offeror is proposing any desired capabilities from Section 4 of the SOO, the Offeror shall explain as part of the relevant Factor how the proposed desired capability contributes to the proposed approach for that Factor.

Factor 2 - Logical Isolation and Secure Data Transfer (TAB B)

1. The Offeror shall describe its overarching proposed approach to achieve secure data transfer using a Transfer Cross Domain Solution that is consistent with the 2018 Raise the Bar Cross Domain Solution Design and Implementation Requirements. Additionally, the Offeror shall specifically describe how the proposed Transfer Cross Domain Solution will address each of the following items:
 - a. Allow an isolated enclave to transfer data to other enclaves in a highly controlled, deterministic manner, without introducing the security threats that normally come from connectivity;
 - b. Provide secure one-way data transfer between logical enclaves within JEDI Cloud, to external destinations, and across classification levels;
 - c. Protect enclaves from cyber threats, including malware and virus transfer, and prevent penetration by external sources;
 - d. Mitigate the risk of the transfer capability as a covert channel;
 - e. Enforce technical policies controlling how data transfer capabilities can be used including gaining the appropriate role-based approval for use;
 - f. Allow specific role-based accounts to overrule automated security measures to securely transfer information that may be flagged as malicious;
 - g. Use role-based access controls (RBAC) for the separation of administrative duties; and
 - h. Local and remote monitoring, including details on how each virtual machine and tenant is monitored, how the monitoring is analyzed, and how the Offeror responds to anomalies and events.
2. The Offeror shall describe its proposed logical isolation architecture and implementation for the unclassified and classified offerings, specifically:
 - a. Encryption of data at rest to include the ability for users to require the implementation of up to two layers of NSA-approved encryption utilizing algorithms and procedures specified in Committee on National Security Systems Policy (CNSSP) 15;
 - b. Encryption of data in transit to include the ability for users to require the implementation of up to two layers of NSA-approved encryption utilizing algorithms and procedures specified in CNSSP 15;
 - c. Logical separation with cryptographic certainty of processing between tenants within the virtualized environment to include the implementation and configuration of the hypervisor, specifically:
 - i. How the virtualization system, or hypervisor, manages using a management console (MC);
 - ii. How the MC communicates with its client hypervisors over a network connection that is operating at the highest security level supported by the virtualization systems;
 - iii. How communications between the MC and its client hypervisors are encrypted using standards-based security protocols (e.g., TLS, IPsec) using FIPS-certified cryptography;
 - iv. How the hypervisor and MC shall log security and change-related events to both local and remote log repositories;
 - v. How the MC operates over a secure, dedicated, and separate management network;
 - vi. How the MC interface on the hypervisor is protected;
 - vii. How RBAC are used for the separation of administrative duties on the MC;
 - viii. How boundary protections and isolation between tenants is provided (e.g.,

- virtual firewalls, virtual switches); and
 - ix. How physical and virtual intrusion detection and prevention systems shall be used to protect the hypervisor and tenants;
 - d. Allow for controlled cross-tenant communications, including between classification levels, via orchestrated multi-tenant peering gateways;
 - e. Provide users with the ability to configure secure network fabrics as needed for their applications to work and interact with each other and services outside of JEDI Cloud;
 - f. Local and remote monitoring, including details on how each virtual machine and tenant is monitored, how the monitoring is analyzed, and how the Offeror responds to anomalies and events;
 - g. Immutable logging of hypervisors and tenant activity and how immutability is achieved; and
 - h. Management of encryption keys by either the user or Offeror at the discretion of the user.
3. The Offeror shall describe its proposed approach to meeting the requirements for classified processing at different classification levels in accordance with section 1.3.2 in Attachment J-6: JEDI Cloud Cyber Security Plan. If logical separation is proposed between Secret and Top Secret, the Offeror shall describe the logical isolation architecture and how that architecture will meet the Section 12 Requirements for Multi-Level Security (MLS) Cross Domain Solution (CDS) in the 2018 Raise the Bar Cross Domain Solution Design and Implementation Requirements. If physical separation is proposed between Secret and Top Secret, the Offeror shall describe how they will provide a service or tool that enables users, within the constraints of enforced technical policies, to gain access to and query data at a different classification level using the Offeror's proposed transfer CDS approach with the appropriate role-based access.
 4. The Offeror shall also provide a detailed description of the technical approach to Price Scenario 3(c) with a focus on how that information evidences the Offeror's secure data transfer approach.

Factor 3 - Tactical Edge (TAB C)

1. The Offeror shall describe its proposed approach to providing tactical edge compute and storage capabilities across the range of military operations that balance portability with capability. This overarching approach should not be limited to the two offerings addressed in paragraph 2 below if the Offeror is proposing tactical edge capabilities beyond the two required offerings. For each proposed tactical edge device, the Offeror shall address, at a minimum:
 - a. Compute capacity capable of running multiple applications in a (a) communication degraded or disconnected environment and (b) fully connected environment;
 - b. Compute capacity capable of locally running containerized applications, data analytics, and processing data;
 - c. Storage capacity to retain data and files, such as but not limited to full motion video, acoustic recordings, photos, and documents, in a (a) communication degraded or disconnected environment and (b) fully connected environment;
 - d. Automated bidirectional synchronization of data storage with the cloud environment at the appropriate classification level when connection is re-established. The proposed approach shall address the degree to which this synchronization order can be controlled and synchronization bandwidth use can be throttled. The proposed approach must also account for both physical (e.g., wired) and remote (e.g., satellite communications or over radio frequencies) connection;
 - e. Quantify the electromagnetic emanations while operating in both connected and disconnected states and the ability to control the magnitude of electromagnetic emanations;

- f. Ability to meet physical and logical separation requirements specified in the Attachment J-6, JEDI Cloud Cyber Security Plan;
 - g. High and low temperature tolerances while in storage and transit and while operating up to 100% utilization. The “Basic Hot (A2)” and “Basic Cold (C1)” daily cycles identified in Table 1, Part Three of MIL-STD-810G (page: PART THREE-10) serve as minimum storage and transit and operating temperature thresholds; and
 - h. The weight and physical dimensions of each proposed tactical edge device.
2. At a minimum, the proposed approach for tactical edge must include at least one offering for each of the categories below.
- a. Category One: Durable, ruggedized, and portable compute and storage. The Offeror shall describe how the offering addresses the characteristics and capabilities below.
 - i. Ruggedized as defined in Attachment J-8, Definitions;
 - ii. Each device should not require heavy equipment to move;
 - iii. Devices may have varying compute and storage capacities along with sizes, power requirements, and physical form factors;
 - iv. Industry standard input and output connectors (e.g., USB-C, ethernet, and fiber);
 - v. Extensible such that multiple (e.g., 2, 20, 200, or 2000 units) can be connected and pool resources;
 - vi. The ability to rapidly unpack, assemble, and connect the devices once they are on-site;
 - vii. The ability to be powered by battery and standard military grade generators. For battery, describe the characteristics, capacity, and runtime under standby and 100% utilization;
 - viii. Rapid production and supply chain processes, to include the time required to fabricate and deliver a single device and 2000 such devices; and
 - ix. A mapping of the range of capability to power requirements and physical dimensions suitable for the range of military operations.
 - b. Category Two: Static, modular, rapidly deployable data centers that can be connected to government provided power, connected to government provided networking uplinks when available, use government transportation, and be deployed on U.S. soil OCONUS or on government owned platforms (e.g., aircraft carriers, maritime operations center, airfields, and division headquarters). The Offeror shall describe how the offering addresses the characteristics and capabilities below.
 - i. Rapid production and supply chain processes, to include the time required to fabricate and deliver a single data center; and
 - ii. A mapping of the range of capability to power requirements and physical dimensions suitable for the range of common military operations.

In the proposal, the Offeror is cautioned to be clear and consistent with terminology and the naming conventions used for Category One and Category Two.

3. The Offeror shall also provide a detailed description of the technical approach to Price Scenario 2(a)(i-ii); Price Scenario 3(a)(i-iii); and Price Scenario 5(a)(i-ii) in Attachment L-2, Pricing Scenarios with a focus on how that information evidences the Offeror’s tactical edge approach.

Factor 4 - Information Security and Access Controls (TAB D)

- 1. The Offeror shall provide its proposed approach for information security, specifically:
 - a. Patching and vulnerability management of hardware, software, and other system components that comprise or are provided by the Offeror’s proposed solution, and the ability to control enforcement of patching based on vulnerability criticality.
 - b. Managing supply chain risk for hardware, software, and other system components.

- c. Auditability of both the physical location and logical isolation of any hosted service to ensure compliance with security policy.
 - d. Automated breach identification and any processes for breach mitigation, isolation, and reporting.
 - e. Self-service and automated tools for preventing and remediating data spills of classified or other controlled information, including the ability to locate and erase all related data.
 - f. Ability to erase data and purge the associated media in both unclassified and classified environments.
 - g. Self-service tools to access data and analysis generated by threat detection systems. The ability to provide notifications and findings to system owners. The ability to provide raw logs to the government for analysis.
 - h. Ability to onboard new services into the Offeror's marketplace in a rapid and secure manner, and executing against a clearly documented process for reviewing existing marketplace offerings for security and other policy compliance. The Offeror shall provide three examples of previous new service rollouts and how each service was reviewed for security and policy compliance.
2. The Offeror shall provide its proposed approach for access controls, specifically:
- a. Managing technical policies from one account to all JEDI Cloud accounts, and the ability to control access to services and restrict configuration parameters.
 - b. Highly granular attribute and role-based access control configuration, and the ability to assign permissions to roles IAW technical policies.
 - c. Object and resource access control management, including data and resource tagging.
 - d. Token-based and time-limited federated authentication allowing a user to assume a role within the cloud environment at all classification levels.
 - e. Indicate which access control capabilities are available via the Offeror's web interface, command line interface (CLI) application, and/or API.

Factor 5 - Application and Data Hosting and Portability (TAB E)

1. The Offeror shall describe its proposed approach to application and data hosting, specifically:
- a. Rapid provisioning of virtual machines based on pre-defined and approved configurations stored as code either within or outside of an account, as appropriate.
 - b. Rapid provisioning of solitary and clustered database servers based on pre-defined and approved configurations stored as code either within or outside of an account, as appropriate.
 - c. Use of container-based application hosting and orchestration of multi-container deployments.
 - d. Hosting code functions outside of the scope of a virtual machine, typically called "serverless", which can handle both inbound network requests and can be scheduled to execute based on events.
 - e. Dynamic workload management software that provides automation and orchestration to elastically coordinate fluctuating workflow requests according to resource priorities, user-defined technical policies across the cloud infrastructure, or user-defined event.
2. The Offeror shall describe its proposed approach to application and data portability, specifically:
- a. Exporting all data and object storage, including schemas, from one application, from multiple applications associated with a single account, and from all applications associated with all JEDI accounts regardless of storage type.
 - b. Exporting all system configurations, including, but not limited to, networking, routing, load balancing, and OS configuration, for a single application, multiple applications associated with a single account, and from all applications associated with all JEDI accounts.

3. The Offeror shall provide a detailed description of the technical approach to Price Scenario 1(c)(i) and Price Scenario 6(a)(i) in Attachment L-2, Pricing Scenarios with a focus on how that information evidences the Offeror's application and data hosting approach.

4. The Offeror shall provide a detailed description of the technical approach to Price Scenario 4(a)(i) and (c) in Attachment L-2, Pricing Scenarios with a focus on how that information evidences the Offeror's application and data portability approach.

Factor 6 - Management and TO 001 (TAB F)

1. The Offeror shall describe their approach to managing a program of this depth and magnitude IAW RFP Section C2 and the PWS for TO 001. The proposed approach must align with all other areas of the Offeror's proposal. The Offeror's approach to TO 001 shall include detailed processes describing how the Offeror will engage with the CCPO to achieve effective and timely communication.

2. The Offeror shall describe the process for timely remediation of issues to include, but not limited to:

- a. IaaS and PaaS performance issues
- b. Subcontractor issues
- c. Security incidents

3. The Offeror shall describe the proposed risk management process with a focus on the preemptive mitigation methods to manage risk for areas like tactical edge performance and security.

4. The Offeror shall provide the proposed Quality Assurance Surveillance Plan (QASP) for the ID/IQ. At a minimum, the QASP shall describe the approach for surveillance of contract performance and continuously meeting the performance metrics in Table 5.1 of the SOO throughout the period of performance of the contract. The Offeror shall specifically address how all required performance metrics will be assessed, analyzed and maintained through the life of the contract, inclusive of the final TO duration. Cross-referencing between the QASP and PWS is permitted, but cross-referencing between the QASP and SOO is not permitted.

5. The Offeror shall include a description of the Offeror's proposed property management system, plan, and commercial practices and standards to protect, secure, and report the GFP identified in Section F9: Government Furnished Property IAW FAR clause 52.245-1 and DFARS clause 252.211-7007.

Section L6: Volume IV – Small Business Participation Instructions

Factor 7 - Small Business Participation Approach (Only submitted per Section M2.2)

All Offerors (including prime contractors that are small businesses) shall complete Attachment J-10 Small Business Participation Commitment Document (SBPCD) and provide substantiating documentation to demonstrate how the Offeror will meet the proposed small business participation goals. This required information will be used to evaluate the extent of your commitment to use small businesses in the performance of this contract. The proposed small participation goals in Attachment J-10 will be incorporated into any resulting contract(s).

The Government's small business objective is to maximize small business participation under CLINs x003 Unclassified Cloud Support Package. For every \$100,000,000 of services ordered under those CLINs, Offerors shall propose a percentage (and dollar value) that maximizes small business participation in performance of that CLIN. Prime contractors that are also small businesses may claim

credit for any services under CLINs x003 that will be performed by the prime contractor.

In addition to completing Attachment J-10, Offerors shall provide documentation evidencing the nature of the commitment with the small business concerns (SBCs) as defined in FAR Part 19 that are listed in Attachment J-10 (*e.g.*, binding letters of commitment subject only to contract award, joint ventures, mentor protégé agreements, others).

Section L7: Volume V – Demonstration Instructions

Factor 8: Demonstration (Only submitted per Section M2.2)

Offerors will be notified, at least seven calendar days prior to the Demonstration, of the date, time, and location the demonstration will take place. For planning purposes, all demonstrations will occur at or near the Pentagon. Offerors invited to provide a demonstration will be given 24-hour notice of specific scenarios to be demonstrated for evaluation purposes. All demonstrations will be recorded.

Section L8: Volume VI – Price Submission Instructions

Factor 9: Price

Offerors shall provide the following:

1. Price Overview (Tab A): The Offeror shall provide an overarching summary of its pricing proposal for overall context. Offerors are cautioned to ensure that any information submitted with its price proposal is internally consistent, consistent with the technical proposal, and consistent with the proposed catalog and RFP Section B pricing. The Offeror shall include any information in this overview necessary to support the JEDI Cloud Contracting Officer's responsibility determination under FAR Subpart 9.105.

Offerors shall submit Volume VI, Tab A, Price Narrative as a Portable Document Format (PDF) file conforming to ISO standards 32000-2.

2. Price Information and Supporting Data for Attachment L-2, Price Scenarios (Tab B): Offerors shall provide a Priced and Unpriced BOE for each of the price scenarios, and a price build-up for each of the price scenarios.

Priced and Unpriced BOE: The BOEs shall document the ground rules, assumptions, and drivers used in developing the price estimates, including applicable model inputs, rationale or justification for analogies, estimating methods, supporting schedule, and other details supporting the price estimates. The BOEs shall contain (as applicable) for each price scenario: a description of the proposed technical solution; the quantities of the applicable IaaS, PaaS, and Cloud Support offerings; an illustration of how the applicable IaaS, PaaS, and Cloud Support offerings are orchestrated together to meet the requirements of the particular price scenario; and identification of recurring and non-recurring offerings. The contents of the Priced BOE shall be consistent with that of the Unpriced BOE except that the Priced BOE shall also contain the calculations and pricing, and the Unpriced BOE shall have all pricing information removed. Offerors may use its own format for the BOEs in MS Word or MS Excel. All cell formulas shall be intact and all cells editable (*i.e.*, no locked cells). There shall be no linking to external sources.

Price Build-Up: Offerors shall provide a price build-up for the total proposed price of each scenario. The price build-up shall capture the unit prices and quantities of every item proposed for the solution. The Offeror shall use Attachment L-5, Price Scenario Price Build-up Template. All proposed pricing and methodologies for a price scenario shall be consistent with the proposed pricing for the ID/IQ,

including discount, premium, and fee methodologies. Any inconsistencies between the proposed pricing for a price scenario that deviates from the proposed pricing for the ID/IQ may render the proposal unacceptable.

Offerors are prohibited from proposing unique discount, premium, and fee methodologies that are only applicable to a particular price scenario. Offerors shall submit all price build-ups for all price scenarios as a single MS Excel workbook. The MS Excel workbook shall use formulas for all build-up calculations (*i.e.*, no manual entries) with all cell formulas intact and all cells editable (*i.e.*, no locked cells). There shall be no linking to external sources.

3. Price Information and Supporting Data for all CLINs (Tab C): Offerors shall submit separate priced catalogs for CLINs x001 Unclassified IaaS and PaaS Offerings, x002 Classified IaaS and PaaS Offerings, x003 Unclassified Cloud Support Package, and x004 Classified Cloud Support Package, for a total of four catalogs, that include a worksheet for the base period and each option period. All proposed offerings, including all proposed tactical edge and online marketplace offerings, even if any offerings are free of charge, shall be included in the applicable catalog(s). The catalogs shall include, at a minimum: Catalog Item Number; Description of Item; Item Category; the Publicly-Available Commercial Catalog Price (which is for informational purposes only); and Proposed Price for each Item. Each worksheet for option periods is limited to a narrative declaration that includes either: a) a statement that invokes the base unit pricing as of the date of the end of the previous period of performance that incorporates any price changes made pursuant to Section H2 and applies inflation or deflation rate(s) for the relevant service (either specific items, categories/groups of items, or the entire catalog), or b) a statement that invokes the base unit pricing as of the date of the end of the previous period of performance that incorporates any price changes made pursuant to Section H2. Offerors shall submit all catalogs in two versions: PDF file conforming to ISO standards 32000-2 and MS Excel workbook(s). The PDF version will be made an attachment to the contract at award. If these versions are not identical, the proposal may be deemed unawardable. No single MS Excel workbook shall exceed 25MB. All cell formulas shall be intact and all cells editable. Cell linking across workbooks is not permitted.

The Cloud Support Package catalog offerings may not be priced as time-and-materials or labor-hour as defined in the FAR Subpart 16.6. All Cloud Support Package catalog offerings shall be proposed as firm-fixed prices.

Portability Plan (CLIN x005), Portability Test (CLIN x006), and CCPO PM Support (CLIN x007) pricing shall be provided by all Offerors in the following table as part of Volume VI - Price Information and Supporting Data for all CLINs (Tab C). Offerors are cautioned to validate that the prices in the table below are identical to the proposed prices in the Section B fill-ins of the RFP. When proposing pricing for CLINs x005 and x006, the scope and complexity of the applications and data described in the Price Scenarios are illustrative examples that should inform the pricing of those CLINs, but the Government is not limited to those illustrative examples in post-award contract execution.

Table L-2			
<u>Price Component</u>	<u>Unit of Issue</u>	<u>Quantity</u>	<u>Unit Price (To Be Completed by Offeror)</u>
Portability Plan, CLIN 0005	Each	As ordered	\$
Portability Plan, CLIN 1005	Each	As ordered	\$

Portability Plan, CLIN 2005	Each	As ordered	\$
Portability Plan, CLIN 3005	Each	As ordered	\$
Portability Test, CLIN 0006	Each	As ordered	\$
Portability Test, CLIN 1006	Each	As ordered	\$
Portability Test, CLIN 2006	Each	As ordered	\$
Portability Test, CLIN 3006	Each	As ordered	\$
CCPO Program Management Support, CLIN 0007*	Each	24	\$
CCPO Program Management Support, CLIN 1007*	Each	36	\$
CCPO Program Management Support, CLIN 2007*	Each	36	\$
CCPO Program Management Support, CLIN 3007*	Each	24	\$

*For the purpose of this CLIN, the unit of issue “EACH” equates to a month of program management services.

The Offeror shall identify all proposed discounts, premium rates, and/or fees as a separate PDF that will be made Attachment J-3, Contractor Discounts, Premiums, and Fees, to the contract at award. All terms and conditions applicable to any proposed discount and premium rates and fees (including, for example, whether it applies to specific items, categories/groups of items, or entire catalog) shall be included.

Offerors are cautioned that any proposed discounts and premium rates and fees must comply with all terms and conditions in the RFP, including, but not limited to, Sections H2, New Services and H3, Price Changes.

As noted throughout this RFP, achieving ongoing commercial parity is a key underpinning of the JEDI Cloud acquisition. This also includes ongoing parity with public commercial prices for the cloud service offerings available to DoD. Based on the anticipated volume of TOs to be issued under this ID/IQ, the Government encourages the use of most favored customer discounts.

The JEDI Cloud Contracting Officer may require additional supporting pricing data if it is determined to be necessary to reach a decision regarding the reasonableness and completeness of an Offeror’s price submission. See guidance at FAR 15.403-1(c)(3).

Section L9: Volume VII - Small Business Subcontracting Plan

IAW FAR Subpart 19.7 and FAR 52.219-9, a Small Business Subcontracting Plan will be required of all Offerors, unless the prime contractor is a small business. The Small Business Subcontracting Plan shall be submitted after the determination of the competitive range when the Demonstration is conducted. Note: Attachment L-4 is provided as an instructive guideline only for the Small Business Subcontracting Plan and is not an explicit submission format requirement.

The Offeror shall provide a Small Business Subcontracting Plan to include the following information:

1. Offerors shall include a detailed approach to achieving and maintaining the small business goals throughout the life of the ID/IQ contract as established by the Offeror with its proposal in Attachment J-10, Small Business Participation Commitment Document (SBPCD).
2. Offerors shall identify all proposed subcontractors individually by name with addresses, business type (Other Than Small Business, Small Business, Small Disadvantaged Business, Women-Owned Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, HUBZone Small Business, and Historically Black Colleges and Universities and Minority Institutions) as determined by the Small Business Administration size standard for the specific work being subcontracted; the principal services being provided by the subcontractor; NAICS Code; and the complexity of the services provided.
3. Offerors shall provide evidence of meeting small business goals on prior contracts. If, historically, the Offeror has not met small business goals or has never been previously required to implement a Small Business Subcontracting Plan under a Federal Government contract, an explanation shall be provided on what actions will be taken to meet the small business goals of the JEDI Cloud ID/IQ contract.
4. Offerors shall include evidence, such as binding letters of commitment subject only to contract award, of the Offeror's ability to meet the subcontracting goals.

Section L10: Solicitation Provision(s)

The following provisions are incorporated by reference:

52.204-7	System for Award Management	OCT 2016
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.225-25	Prohibition On Contracting With Entities Engaging In Certain Activities Or Transactions Relating To Iran--representation And Certifications	OCT 2015
252.239-7017	Notice of Supply Chain Risk	NOV 2013

The following provisions are incorporated by full text:

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browsefar>

<https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

252.233-9000 WHS/AD LOCAL PROVISION: AGENCY-LEVEL PROTESTS (MAR 2015)

Potential Offerors may submit an agency-level protest directly to the Contracting Officer at **jedi-rfp@dds.mil**. As an alternative to the Contracting Officer's consideration of a protest, a potential Offeror may request an independent review of their protest by a WHS Protest Deciding Official. In either case, the agency-level protest must comply with the requirements and procedures in FAR 33.103 for submitting agency-level protests. A request for an independent review by the WHS Protest Deciding Official shall be submitted to **jedi-rfp@dds.mil** and addressed to:

David Sanders, Director of WHS/AD.

The Email Subject should state: "Company Name_Agency Protest of 18-R-0077." Offerors shall direct non-agency-level protest correspondence in accordance with the instructions in Section L1, paragraphs 9 and 11.

A protest decision by the Contracting Officer or WHS Protest Deciding Official is final and not subject to appeal or reconsideration within WHS.

(end of clause)

SECTION M: EVALUATION FOR AWARD OF ID/IQ CONTRACT AND TASK ORDERS

Section M1: Basis for Award

The Government intends to award a single ID/IQ contract for JEDI Cloud to the Offeror whose proposal conforms to the RFP requirements and represents the best value to the Government, as determined by the evaluation criteria described herein, IAW the FAR. Best value will be based on a detailed evaluation of all factors outlined below. In determining the best value, the Government may employ a tradeoff process allowing for an award to other than the Offeror proposing the lowest price or achieving the highest adjectival rating.

A written notice of award or acceptance of an offer, furnished to the successful Offeror within the specified timeframe, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

When making the best value determination, only those Offerors who receive a rating of "Acceptable" for all of Factor 1 will be considered. The non-price factors, listed in descending order of importance, are as follows: Factor 2, Factor 3, Factor 4, Factor 5, Factor 8, Factor 6, and Factor 7. Non-price factors 2 through 8, when combined, are more important than Factor 9 Price. Factors 7 and 8 will only be evaluated after establishment of the competitive range. Price will become increasingly more important as the rating for each of the non-price factor ratings become increasingly equal. When the Offerors within the competitive range are considered essentially equal in terms of technical capability, or when Price is so significantly high as to diminish the value of the technical superiority to the Government, Price may become the determining factor for award.

Section M2: Evaluation Process

The Government will employ a two-phase evaluation for this acquisition.

Under Phase One, the Government will evaluate the Offeror's Volume II, Factor 1, Gate Evaluation Criteria submission, against the "Acceptable / Unacceptable" criteria identified below in Table M-2. Offerors who receive a rating of "Unacceptable" under any of the Gate Criteria Sub-factors will not be further evaluated. Thus, as an example, if an Offeror is rated as Unacceptable for Gate Criteria Sub-factor 1.2, the remainder of the proposal will not be evaluated and will not be considered for award.

Under Phase Two of the evaluation process, the Government will evaluate the Offeror's proposal using the following steps:

1. If the rating is "Acceptable" for all Sub-factors under Factor 1, Gate Evaluation Criteria, the Offeror's proposal for Factors 2 through 6 and 9 will be evaluated.
2. Upon completion of the evaluation in Phase One and Phase Two step 1, a competitive range will be established. Those Offerors in the competitive range will be invited to provide a Volume IV, Factor 7 - Small Business Participation Approach, and Volume V, Factor 8 - Demonstration, and engage in discussions (in the event the Government engages in discussions).
3. Factors 7 and 8 will be evaluated. Any Offerors for Factor 8 Demonstration that receive a rating of "Marginal" or "Unacceptable" for Technical Capability or a Risk rating of "High" shall be eliminated from the competitive range and the proposal will not be further evaluated.
4. Upon completion of discussions (if any), any Offerors remaining in the competitive range will be requested to submit a final proposal revision (FPR). The FPR shall be deemed to include the already conducted Factor 8 Demonstration.

5. The FPR will be evaluated IAW Section M. Any Offerors with a Risk Rating of “High” under any Factor shall be deemed unawardable. Any Offerors with an adjectival rating below “Acceptable” (see Tables M-3 and M-4) for any of the non-price factors (*i.e.*, Factors 2 through 8) shall not be considered for award.

6. Based on FPR evaluation, a best value determination will be made IAW Section M.

Debriefings will be conducted IAW FAR Subpart 15.5 and Class Deviation 2018-O0011, Enhanced Postaward Debriefing Rights, dated 22 March 2018.

Section M3: Evaluation Factors

Factor 1 - Gate Evaluation Criteria

Offerors’ proposals will be evaluated for technical acceptability on an “Acceptable / Unacceptable” basis for each of the following sub-factors based on whether the proposal demonstrates the requirements articulated in each sub-factor IAW the respective instructions detailed above in Section L. Offerors’ proposals must be rated “Acceptable” under all Factor 1 sub-factors in order to receive an overall rating of “Acceptable” for Factor 1 - Gate Evaluation Criteria. If a proposal is rated “Unacceptable” for any Gate Evaluation Criteria sub-factor, the evaluation process will immediately cease. The remainder of the proposal will not be evaluated and will not be considered for award.

Sub-factor 1.1 - Elastic Usage

The Government will evaluate whether the proposal clearly demonstrates that the addition of DoD unclassified usage will not represent a majority of all unclassified usage, per the requirements in Section L for this sub-factor.

Sub-factor 1.2 - High Availability and Failover

The Government will evaluate whether the proposal clearly demonstrates that CCO data centers are sufficiently dispersed and can continue supporting the same level of DoD usage in the case of catastrophic data center loss IAW the requirements in Section L for this sub-factor. The JEDI Cloud Contracting Officer may validate claims of the IaaS and PaaS offerings being FedRAMP Moderate “Authorized” by the JAB.

Sub-factor 1.3 - Commerciality

The Government will evaluate whether the proposal clearly demonstrates meeting the requirements of commerciality IAW Section L for this sub-factor. The Government will also evaluate if the Offeror provided sufficient documentation to demonstrate control IAW Section C4 of the RFP.

Sub-factor 1.4 - Offering Independence

The Government will evaluate whether the proposal clearly demonstrates that the proposed solution for storage, compute, and network IaaS, independent of each other, does not require bundling with any particular PaaS or SaaS product IAW the requirements in Section L for this sub-factor.

Sub-factor 1.5 - Automation

The Government will evaluate whether the proposal clearly demonstrates the ability to meet automation requirements IAW the requirements in Section L for this sub-factor.

Sub-factor 1.6 - Commercial Cloud Offering Marketplace

The Government will evaluate whether the proposal, including videos, clearly demonstrates that the CCO includes an easy to use marketplace for both Offeror native and third-party services that meets all of the requirements in Section L for this sub-factor.

Sub-factor 1.7 - Data

The Government will evaluate whether the proposal clearly demonstrates that the proposed solution meets the data requirements specified in Section L for this sub-factor.

(end Factor 1 evaluation criteria)

For Factors 2 through 7, in addition to the criteria listed below, the Government will also consider the degree to which the proposed approach and proposed ID/IQ PWS (for the sections that are applicable to the respective Factor) are consistent with each other and reflect an understanding of the Government's requirements (Section 3 and Section 5 of the SOO) as applicable to the respective Factor. The Government will also evaluate the degree to which any proposed desired capabilities from Section 4 of the JEDI Cloud SOO provide additional benefit to the Government as defined by the evaluation criteria under the respective Factor.

Factor 2 - Logical Isolation and Secure Data Transfer

1. The Government will evaluate the quality of the Offeror's proposed approach to achieving secure data transfer using a Transfer Cross Domain Solution that is consistent with the 2018 Raise the Bar Cross Domain Solution Design and Implementation Requirements. The Government will also evaluate the degree to which the proposed Transfer Cross Domain Solution will address in Section L, Factor 2(1)(a-h).
2. The Government will evaluate the quality of the Offeror's proposed logical isolation architecture and implementation for the classified and unclassified offerings and the degree to which the proposed solution will meet the requirements in Section L, Factor 2(2)(a-h).
3. The Government will evaluate the quality of the Offeror's proposed approach to meeting the requirements for classified processing at different classification levels in accordance with section 1.3.2 in Attachment 2: Cyber Security Plan.
4. For Price Scenario 3, the Government will evaluate the degree to which the technical approach and Unpriced BOE evidence a technically feasible approach when considering the secure data transfer requirements in Section L for this Factor and the specific scenario requirements in Attachment L-2; the Government will also consider the degree to which the technical approach and Unpriced BOE for Price Scenario 3 and the Offeror's overall secure data transfer approach under this Factor are consistent across the documents.

Factor 3 - Tactical Edge

1. For the proposed tactical edge devices under Section L, Factor 3(1)(a-h), the Government will evaluate how well the proposed approach balances portability against capability to enhance warfighting capacity across the range of military operations in support of national defense. The Government prefers a proposed solution that more broadly addresses the full range of military operations rather than a proposed solution that only addresses a subset of the range of military operations. The Government places far greater emphasis on existing solutions. Beyond the minimum types of devices required in Factor 3(2), the Government will consider additional capabilities that will be in production by October 14, 2019, but with lesser weight than existing solutions. The Government will also evaluate the degree to which the proposed tactical edge devices address the requirements in

Section L, Factor 3(1)(a-g) while also accounting for the practicalities of using the proposed offerings in the tactical edge environment.

2. Tactical Edge Devices for Categories One and Two

a. The Government will evaluate the degree to which the proposed approach for Category One device(s) address the requirements in items Section L, Factor 3(2)(a)(i -viii). For paragraph (2)(ix), the Government will evaluate how well the device(s) balances power requirements and physical dimensions in delivering capability within the range of military operations to forces deployed in support of a Geographic Combatant Commander or applicable training exercises.

b. The Government will evaluate the degree to which the proposed approach for Category Two device(s) address the requirements in Section L, Factor 3(2)(b)(i). For Factor 3(2)(b)(ii), the Government will evaluate how well the proposed approach Category Two device(s) balances power requirements and physical dimensions in delivering capability across the range of military operations.

3. For Price Scenarios 2, 3, and 5, the Government will evaluate the degree to which the technical approach and Unpriced BOEs evidence a technically feasible approach when considering the requirements for this Factor and the specific scenario requirements in Attachment L-2; the Government will also consider the degree to which the technical approach and Unpriced BOE for Price Scenarios 2, 3, and 5, respectively, and the Offeror's overall tactical edge approach are consistent across the documents.

Factor 4 - Information Security and Access Controls

1. The Government will evaluate the quality of the Offeror's proposed information security approach and the degree to which the proposed solution meets the requirements in Section L, Factor 4(1)(a-h). As part of this evaluation, the Government will consider the following:

a. The frequency, accuracy, efficacy, and degree of automation of patching and vulnerability management of hardware, software, and other system components. The degree to which patching enforcement can be controlled based on vulnerability criticality.

b. The quality of supply chain risk management for hardware, software, and other system components.

c. The degree to which the physical location and logical isolation of hosted services is discoverable and auditable.

d. The degree to which breach identification is automated, and efficacy of processes for mitigation, isolation, and reporting.

e. The degree to which tools and automation can prevent and remediate data spills, including the efficacy of the process for locating and erasing all related data and purging all related media.

f. The degree to which the Offeror is able to erase data in any environment.

g. The degree to which data generated by all intrusion detection technology, network traffic analysis tools, or any other threat detection performed is captured. The efficacy of analysis on the data generated. The degree to which users can control the manner in which notifications are communicated, and the breadth of configuration options for alerts generated by threat detection systems. Whether the Offeror provides the ability to deliver raw logs to the Government for analysis.

h. The efficacy and quality of the process for onboarding new services into the Offeror's marketplace in a rapid and secure manner. The degree to which the Offeror was able to rapidly and securely add offerings to the marketplace in the examples provided.

2. The Government will evaluate the quality of the Offeror's proposed access control approach and the degree to which the proposed solution meets the requirements in Section L, Factor 4(2)(a-f). As part of this evaluation, the Government will consider the following:

- a. The range of functionality for creating, applying, and managing technical policies for one account and across all JEDI Cloud accounts.
- b. The degree of granularity of the permissions available, and the ease of discovery and assignment to roles.
- c. The efficacy of the capability to tag data objects and resources for billing tracking, access control, and assignment of technical policy.
- d. The range of capability, ease of implementation, and use of modern standards for federated, token-based, time-limited authentication and role assumption.
- e. The degree to which the Offeror has implemented modern standards for any API and CLI access and the degree to which these APIs or CLIs, if any, match or exceed the abilities of the Offeror's web interfaces for user, account, identity, and access management.

Factor 5 - Application and Data Hosting and Portability

1. For the Offeror's proposed approach to application and data hosting, the Government will evaluate the quality of the Offeror's proposed solution and the degree to which the proposed approach meets the requirements in Section L, Factor 5(1)(a-e).

2. For the Offeror's proposed approach to application and data portability in Section L, Factor 5(2)(a-b), the Government will evaluate the following:

- a. Time to execute, time to extraction, ease of use, efficacy of the mechanisms, and format interoperability when exporting all data and object storage and associated schemas for each account scenario.
- b. Time to execute, time to extraction, ease of use, and format interoperability of data when exporting system configurations, including, but not limited to, networking, routing, load balancing, and OS configuration for each account scenario.

3. For Price Scenario 1 and Price Scenario 6, the Government will evaluate the degree to which the technical approach and Unpriced BOE evidence a technically feasible approach when considering the application and data hosting requirements in Section L for this Factor and the specific scenario requirements in Attachment L-2; the Government will also consider the degree to which the technical approach and Unpriced BOE for Price Scenario 1 and Price Scenario 6, respectively, and the Offeror's overall application and data hosting approach are consistent across the documents.

4. For Price Scenario 4, the Government will evaluate the degree to which the technical approach and Unpriced BOE evidence a technically feasible approach when considering the portability requirements in Section L for this Factor and the specific scenario requirements in Attachment L-2; the Government will also consider the degree to which the technical approach and Unpriced BOE for Price Scenario 4 and the Offeror's overall application and data portability approach under this Factor are consistent across the documents.

Factor 6 - Management and TO 001

1. The Government will evaluate the extent to which the Offeror's proposal evidences an effective program management approach to accomplishing the requirements detailed in RFP Section

C2 and the TO 001 PWS, and will also evaluate the likelihood that the approach will achieve effective and timely communication between the Offeror and CCPO.

2. The Government will evaluate the quality of the Offeror's proposed process for timely remediation of issues and the likelihood that issues will be timely remediated.

3. The Government will evaluate the quality of the Offeror's proposed risk management process and the likelihood that the proposed process and methods will result in preemptive mitigation for risk areas like tactical edge performance and security.

4. The Government will evaluate the likelihood that the proposed QASP will result in continuously meeting the performance metrics listed in Table 5.1 of the SOO through the life of the contract.

5. The Government will evaluate the extent to which the proposed property management system, plan, and commercial practices and standards are likely to result in protecting, securing, and reporting the identified GFP IAW FAR clause 52.245-1 and DFARS clause 252.211-7007.

Factor 7 - Small Business Participation Approach

The Government will evaluate the extent to which the proposal:

1. Section 3 in Attachment J-10, Small Business Participation Commitment Document accurately identifies the type of SBC based on the NAICS identified by the Offeror.

2. Identifies in Attachment J-10, Small Business Participation Commitment Document, the type and variety of work each SBC will perform under CLINs x003.

3. Achieves the Government's small business participation objectives for CLINs x003, Unclassified Cloud Support Package, with substantive commitments for each SBC listed in Attachment J-10, Small Business Participation Commitment Document. Offerors that propose 0% for small business participation shall be deemed Unacceptable.

Factor 8 - Demonstration

The Government will evaluate the extent to which the scenarios are successfully demonstrated using the proposed approach for Factors 1 through 6. The Government shall have access to all materials produced during demonstration as a constituent element of evaluation under Factor 8.

Factor 9 - Price

The price factor will be evaluated IAW FAR Subpart 12.209.

The Government has initially determined that adequate price competition is anticipated for this Source Selection. Certified cost or pricing data is not currently required. IAW FAR Subparts 15.403-1(b) and 15.403-3(a), other than certified cost or pricing data may be required to support a determination of price reasonableness. Certified cost or pricing data or other than certified cost or pricing data, if required to be submitted, shall be provided IAW FAR Subpart 15.403-5. If, after receipt of proposals, the Government determines that there is insufficient data available to determine price reasonableness and none of the exceptions in FAR Subpart 15.403-1 apply, the Offeror shall be required to submit additional cost or pricing data.

The Price Volume will be evaluated with respect to accuracy and completeness. This process will

involve verification that figures are correctly calculated and that proposed prices, and any applicable discounts, premiums, or fees, are accurate across the entire Price Volume. The Unpriced BOEs for each price scenario will be evaluated under the applicable Factor as specified in the Factors 2 through 5 evaluation criteria.

Task Order Price: The price for TO 001 will be evaluated to determine if it is fair and reasonable, complete, and accurate. Evaluation of options will not obligate the Government to exercise the option.

Total Evaluated Price: If there are any inconsistencies across the price proposal, or accuracy and completeness issues, that prevent the Government from identifying the proposed fixed unit prices such that the Government cannot derive the Total Evaluated Price (TEP), then the proposal may be deemed unacceptable. The Government will calculate TEP based on the following Table.

Table M-1 Total Evaluated Price

Price Component	Units	Unit Price	Total Price
Price Scenario 1 Total Proposed Price			As proposed
Price Scenario 2 Total Proposed			As proposed
Price Scenario 3 Total Proposed			As proposed
Price Scenario 4 Total Proposed			As proposed
Price Scenario 5 Total Proposed			As proposed
Price Scenario 6 Total Proposed			As proposed
Portability Plan, CLIN 0005	4 units (assuming 2 units are ordered per year for the Base Ordering Period for purposes of TEP only)	As proposed	4 Units X Unit Price = Total Price
Portability Plan, CLIN 1005	6 units (assuming 2 units are ordered per year for the Option 1 Ordering Period for purposes of TEP only)	As proposed	6 Units X Unit Price = Total Price
Portability Plan, CLIN 2005	6 units (assuming 2 units are ordered per year for the Option 2 Ordering Period for purposes of TEP only)	As proposed	6 Units X Unit Price = Total Price
Portability Plan, CLIN 3005	4 units (assuming 2 units are ordered per year for the Option 3 Ordering Period for purposes of TEP only)	As proposed	4 Units X Unit Price = Total Price
Portability Test, CLIN	4 units (assuming 2 units are ordered per	As	4 Units X Unit

0006	year for the Base Ordering Period for purposes of TEP only)	proposed	Price = Total Price
Portability Test, CLIN 1006	6 units (assuming 2 units are ordered per year for the Option 1 Ordering Period for purposes of TEP only)	As proposed	6 Units X Unit Price = Total Price
Portability Test, CLIN 2006	6 units (assuming 2 units are ordered per year for the Option 2 Ordering Period for purposes of TEP only)	As proposed	6 Units X Unit Price = Total Price
Portability Test, CLIN 3006	4 units (assuming 2 units are ordered per year for the Option 3 Ordering Period for purposes of TEP only)	As proposed	4 Units X Unit Price = Total Price
CCPO Program Management Support, CLIN 0007	24 units (assuming all months are ordered for purposes of TEP only)	As proposed	24 Units X Unit Price = Total Price
CCPO Program Management Support, CLIN 1007	36 units (assuming all months are ordered for purposes of TEP only)	As proposed	36 Units X Unit Price = Total Price
CCPO Program Management Support, CLIN 2007	36 units (assuming all months are ordered for purposes of TEP only)	As proposed	36 Units X Unit Price = Total Price
CCPO Program Management Support, CLIN 3007	24 units (assuming all months are ordered for purposes of TEP only)	As proposed	24 Units X Unit Price = Total Price
TEP			Summation of all Total Prices

Section M4: Technical Capability Performance Evaluation Ratings and Definitions

1. The following rating scale will be used to evaluate the Offeror's Proposal for Factor 1, Gate Evaluation Criteria (and subsequent Sub-factors):

Table M-2

Rating	Description
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies and is unawardable.

2. The following adjectival rating scale will be used to evaluate the Offeror's Proposal for Factors 2 through 6, and Factor 8:

Table M-3

Adjectival Rating	Description
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. The proposal contains multiple strengths and no deficiencies.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains at least one strength and no deficiencies.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Proposal has no strengths or deficiencies.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies and is unawardable.

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3. The following adjectival rating scale will be used to evaluate the Offeror's Proposal for Factor 7, Small Business Participation Approach:

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Table M-4

Adjectival Rating	Description
Outstanding	Proposal indicates an exceptional approach and understanding of the small business objectives.
Good	Proposal indicates a thorough approach and understanding of the small business objectives.
Acceptable	Proposal indicates an adequate approach and understanding of small business objectives.
Marginal	Proposal has not demonstrated an adequate approach and understanding of the small business objectives.
Unacceptable	Proposal does not meet small business objectives.

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3463 4. The following Risk
 3464 adjectival rating scale will be used to evaluate the Offeror's Proposal for Factors 2 through 6, and
 3465 Factor 8:

3466 **Table M-5**

Adjectival Rating	Description
Low	Proposal may contain weakness(es) which have little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Moderate	Proposal contains a significant weakness or combination of weaknesses which may potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
High	Proposal contains a significant weakness or combination of weaknesses which is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome the difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	Proposal contains a material failure or a combination of significant weaknesses that increases the risk of unsuccessful performance to an unacceptable level.

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3468 **Section M5: Solicitation Provision**

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3470 The following provision is incorporated by reference:

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3472 52.217-5 Evaluation of Options JUL 1990